



YOUR INVITATION TO
SUBMIT A PROPOSAL

NOTICE TO PROSPECTIVE OFFEROR

SOLICITATION NUMBER: **DTCGG1-03-R-3WK069**

REQUEST FOR PROPOSAL DUE: **May 14, 2003 AT 4:00 P.M.** LOCAL TIME, WARWICK, RHODE ISLAND

FOR: INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR NEW YORK AND NEW JERSEY

IMPORTANT - NOTICE TO OFFEROR

1. Please read the entire solicitation and complete the following:
 - (a) Sign and return TWO copies of the solicitation form - Standard Form 1442.
 - (b) Sign and return ONE copy of Page two (2) Supplies/Services Cont. and return with proposal.
 - (c) Complete and return ONE copy of Representations, Certifications and other Statements of Offerors along with certifications in Section I,
 - (d) Complete and return Section M. **Your proposal cannot be considered without this information.**
 - (e) Keep the remaining sections for your records.
2. See Section L for Instructions, Conditions, and Notice to Bidders.
3. Before mailing your offer, please recheck the following:
 - (a) Does your offer set forth full, accurate, and complete information as required by this solicitation including attachments and any amendments which may have been issued?
 - (b) Have you rechecked your figures, including calculations on your work sheets?
 - (c) Have you completed and signed all required documents? For general information contact the Contracting Officer, **(401) 736-1760. Requests for interpretations shall be by letter or fax only (Fax 401-736-1704)**
 - (d) Offerors offering less than sixty (60) calendar days acceptance time WILL NOT BE considered and WILL BE rejected.
4. Technical questions should be submitted in writing/faxed to the Contracting Officer no later than 10 days prior to the Request for PROPOSAL due date.
5. Facsimile proposals are **not** authorized for this solicitation.
6. Ensure that your proposal includes all applicable federal, state, and local taxes. Tax-exempt numbers will not be provided.
7. **THIS SOLICITATION IS A RESTRICTED 8(A) COMPETITIVE PROCUREMENT.**

NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the Coast Guard to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the General Accounting Office (GAO). Interested parties are encouraged to seek resolution of their concerns within the Coast Guard as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns **informally** or opt to file a **formal** agency protest with the contracting officer or Ombudsman.

Informal forum with the Ombudsman. Interested parties who believe that a Coast Guard procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the Coast Guard Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth at FAR 33.103(d)(2). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). **Formal** protests filed under the OPAP program should be forwarded to the address below:

Commandant (G-CPM-S/3)
2100 2nd Street, SW, Room 2606
Washington, D. C. 20593
Telephone (202) 267-2285
Fax: (202) 267-4011

For proper identification and handling of your bid/offer, ENSURE the following information is on the envelope containing your bid/offer or complete and affix the below label on the lower left corner of the envelope.

BID/OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF BID/OFFER	
TIME OF RECEIPT OF BID/OFFER	
AM	PM
OFFICE DESIGNATED TO RECEIVE BID/OFFER	
CONTRACTING OFFICER U. S. COAST GUARD CIVIL ENGINEERING UNIT PROVIDENCE 300 METRO CENTER BLVD. WARWICK, RI 02886	

SECTION A
SOLICITATION/CONTRACT FORM

A.1		TABLE OF CONTENTS	
(X)	SEC.	DESCRIPTION	PAGES
PART I - THE SCHEDULE			
X	A	SOLICITATION/CONTRACT FORM	1-2
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3
X	C	DESCRIPTION/SPECS/WORK STATEMENT	5
	D	PACKAGING AND MARKING	7
X	E	INSPECTION AND ACCEPTANCE	8
X	F	DELIVERIES OR PERFORMANCE	11
X	G	CONTRACT ADMINISTRATION DATA	13
X	H	SPECIAL CONTRACT REQUIREMENTS	15
PART II - CONTRACT CLAUSES			
X	I	CONTRACT CLAUSES	19
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	J	LIST OF ATTACHMENTS	30
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
		REPRESENTATIONS, CERTIFICATIONS AND OTHER	
X	K	STATEMENTS OF OFFERORS	47
X	L	INST., CONDITIONS, AND NOTICES TO OFFERORS	54
X	M	EVALUATION FACTORS FOR AWARD	57

A.2 The minimum guaranteed amount under this solicitation/resulting contract is **\$5,000.00**.

A.3 The total estimated price range of this acquisition is \$1,000,000 - \$5,000,000

SOLICITATION OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTCGG1-03-B-3WK069	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	04/14/03	1 of 120

IMPORTANT - The "offer" section on page 2 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.
DTCGG1-03-C-3WK069	2403G133WK069

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Contracting Officer US Coast Guard Civil Engineering Unit Providence 300 Metro Center Blvd. Warwick, RI 02886		Same as Block 7.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Mary Herman, Chief Contracting	(401)736-1760 / fax (401) 736-1704

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The contractor will prepare a price for Bid Item No. 1 and Option Item No. 1. Award will be based on Evaluation Factors in Section M. All references must be received in this office by close of business (4:30 p.m.) May 14, 2003.

Unbalanced bids will be rejected.

CAUTION TO BIDDERS: Bidders are urged to visit the site and take such steps as may be reasonably necessary to ascertain the nature and exact location of the work. Failure to visit the site for this purpose does not relieve bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

A pre-proposal visit is scheduled for **April 22, 2003 at 10:00 a.m.** If you plan to attend, fax a confirmation to (401)736-1704, Attn: Mary Herman.

BIDDER SHALL INCLUDE ALL FEDERAL, STATE AND LOCAL TAXES. A TAX EXEMPT NUMBER WILL NOT BE PROVIDED.

COMPETITION IS LIMITED TO ELIGIBLE 8(A) FIRMS SERVICED BY AN SBA OFFICE LOCATED IN NEW YORK OR NEW JERSEY.

The government reserves the right to make multiple awards.

11. The contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section F)

Each individual delivery order will have its own completion date

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES", indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 4:30 pm (hour) local time May 14, 2003. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
DUNS : _____ CODE _____ FACILITY CODE _____		16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ▶ **Total Bid Item No. 1:** \$ _____
Total Option No. 1, Total of 108 units: \$ _____
TOTAL BID FOR BID ITEM NO. 1 AND OPTION NO. 1: \$ _____

18. The offeror agrees to furnish any required performance and payment bonds

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()
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26. ADMINISTERED BY USCG CIVIL ENGINEERING UNIT PROVIDENCE ATTN: MARY HERMAN 300 METRO CENTER BLVD. WARWICK, RI 02886	27. PAYMENT WILL BE MADE BY CO (0324) USCG Finance Center 1430A Kristina Way Chesapeake, VA 23326-0324
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) MARY L. HERMAN		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 This Indefinite Delivery/Indefinite Quantity (IDIQ) multi-trade construction contract has no fixed unit prices. Each delivery order awarded shall include all labor wages, management, supervision, mobilization, quality assurance material and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation materials, equipment, tools, supervision, design and all other associated costs necessary to fulfill the requirements of the Delivery order to support the activities specified in Section 01010. The contract performance period is for a period of one year beginning from the date of award, with four option years.

Contractor shall provide multi-trade construction services for a period of one year with four (4) one-year optional performance periods. (See FAR clause 52.217-9, *Option to Extend the Term of the Contract*. This contract provides for the award of individual orders defined hereinafter as "Delivery orders", for the accomplishment of various construction projects for the U.S. Coast Guard in New York and New Jersey. Each delivery order will be awarded separately based on the criteria set in the request for proposal for each order. Some orders may be awarded by price alone, while others may include other factors such as past performance, quality of deliverables, ability to meet schedule requirements, relevant experience, and cost control.

All work shall be accomplished in accordance with the contract clauses, applicable wages, plans, drawings and specifications issued with each individual order.

It is the intent of the government to make multiple awards of not less than three contracts. The government reserves the right to make less than three if contractors fail to provide an acceptable technical proposal.

In order to receive an award, an offeror must receive at least acceptable ratings on all technical evaluation factors, including acceptable past performance, and provide an price offer on the "seed project". The offeror receiving award of the "seed project" will be determined to have offered best value to the government, considering price and technical factors. Each offeror must be a certified 8(a) contractor in either New York or New Jersey.

Submit this page with your proposal:

Seed Project located at USCG Activities New York, Fort Wadsworth, Building #215 UPH, Staten Island, New York. Plans, specifications and wage rate are located in Section J of this solicitation.

Bid Item No. 1: The contract work includes the removal of 108 plastic laminate 44" long countertops with lavatories and vanities in Wings "E", "F" and replace with new 3/4" thick cultured marble countertop with integral lavatory and new vanity sink base with side 3 drawer cabinet; the removal of 108 – 16" x 19" recessed medicine cabinets in Wings "E", "F" and replacing with new 16" x 19" medicine cabinets; painting entire lavatory/vanity wall and incidental related work. Total 108 units.

Total Bid Item No. 1: \$_____

Option Item No. 1: Provide cost per unit number to do additional units in wings "C", "D".

	<u>Unit Price</u>	<u>Price Per Floor</u>
Wing "C", 18 Rooms per Second Floor	\$_____	\$_____
Wing "C", 18 Rooms per Third Floor	\$_____	\$_____
Wing "C", 18 Rooms per Fourth Floor	\$_____	\$_____
Wing "D", 18 Rooms per Second Floor	\$_____	\$_____
Wing "D", 18 Rooms per Third Floor	\$_____	\$_____
Wing "D", 18 Rooms per Fourth Floor	\$_____	\$_____

Total Option No. 1, Total of 108 units: \$_____

Price will be evaluated inclusive of options.

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 GENERAL SCOPE OF CONTRACT

General Requirements

The U.S. Coast Guard requires facilities repair, maintenance and alterations for the following USCG facilities in New York: Station Montauk, Station Shinnecock, Air Station Det Gabreski, Group Moriches, SARDET Moriches, Station Fire island, Station Jones Beach, Station Eaton's Neck, Activities New York, Station New York, MOTBY Bayonne, NY, Ft. Totten, Air Station Brooklyn and in New Jersey: Station Rockaway, Station Sandy Hook, and Cape May and associated family housing. Lighthouses in New York and New Jersey owned by the Coast Guard are also included. Work may also be required at other Federal Government areas within the area of responsibility of NY and NJ.

The anticipated types of construction requirements to be provided by the 8(a) contractors will include emergency repairs (broken and leaking water lines, roof leaks, and HVAC and other mechanical projects), exterior and interior renovations, demolition, painting, carpentry/finishing, electrical, specialties, plumbing and pipefitting, roofing, masonry, fencing, painting, and general construction work. At times, the contractor may be given performance type work statements or request design assistance from the contractor. The NAICS Code for this work is 236220 and the size standard is \$28.5 million.

This Indefinite Delivery/Indefinite Quantity (IDIQ) multi-trade construction contract has no fixed unit prices. Each delivery order awarded shall include all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation materials, equipment, tools, quality assurance, supervision, and all other associated costs necessary to fulfill the requirements of the Delivery order. (See attached General Specifications)

A wage rate decision will be provided with each delivery order Request for Proposal.

C2. TERM OF CONTRACT. The contract is limited to and shall remain in effect for a period of one year from the date of award with four options for renewal. This contract option gives the Government the right to continue the services of the contract when it is in the Government's best interest to do so.

The decision to award or not award the option is a unilateral decision to be made by the Government.

C3. REQUIREMENTS

(a) As the need exists for performance under the terms of this contract, the Contracting Officer or his authorized representative will notify the contractor(s) of an existing requirement and provide the Contractor with a general scope of work, specifications and/or drawings that shall include (1) the nature of the work to be performed, (2) the location of the job and (3) completion time and (4) evaluation factors for award.

The Contractor shall conduct a site visit, and submit a firm-fixed price proposal to the contracting officer.

(b) "Oral Orders" An oral order may be initiated by telephone in emergency circumstances by the Contracting Officer. If oral orders are placed the following conditions will apply.

(1) No oral orders will exceed \$25,000.

(2) Award of delivery orders will be on a firm fixed price basis unless a time and material order is authorized by the contracting officer. Written confirmation of order, will be issued within three (3) working days after the order is placed.

If an emergency oral order is placed, the contractor shall respond with a reasonable period of time, not to exceed 1 calendar day.

(c) Upon receipt of the Contractors' proposals, the Contracting Officer will evaluate all offers and issue a written delivery order authorizing the Contractor to proceed with the work.

(1) Work under this contract shall be ordered by written Delivery orders issued on Purchase Request Standard Form OF 347 (Order for Supplies or Services) to the contractor by the Contracting Officer.

(2) Delivery orders shall be firm fixed price and clearly define the specific services to be performed or the performance desired. Clauses in this contract are applicable to each delivery order. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Delivery orders.

(3) Method of submission for proposals will be defined in the RFP per individual Delivery order.

(d) Multiple awards will be made as a result of this solicitation. Delivery orders will be competed amongst the awardees. This shall be at the Contracting Officer's discretion, time and other constraints considered. Each contractor shall be given a fair opportunity to be considered for award of a Delivery order. However, the Contracting Officer reserves the right to make award of a Delivery order without competition based upon a determination that it is in the Government's best interest such as an emergency or minimum guaranty.

C.4 YEAR 2000 COMPLIANCE

Contractors shall ensure that all software developed or modified under this contract shall automatically and correctly process date and date-related functions (including algorithms, comparisons and sequencing) through 31 December 2100 without the need for an interruption of service or manual intervention.

SECTION D
PACKAGING AND MARKING

This section is not used.

SECTION E INSPECTION AND ACCEPTANCE

E1 INSPECTION OF SERVICES-FIXED PRICE (FAR 52.246-4) (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

E.2 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (AUG 1996)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract

requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in the contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E3. WARRANTY OF CONSTRUCTION (FAR 52.246-21) (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

E.4 FINAL INSPECTION (APPLICABLE FOR EACH DELIVERY ORDER)

(a) The Contractor shall give the Contracting Officer at least five (5) calendar days advance notice, in writing, of the date the work will be fully completed and ready for final inspection.

(b) The Contractor's request for final inspection shall include the following items:

- As-built drawings (if required)
- Any special reports required by the delivery order (i.e., air monitoring, air sampling, etc)
- Special equipment testing certifications
- Operating Manuals and instructions for equipment items
- Keys/Keying schedule (if required)
- Guarantees and warranty schedules and contacts
- Bonds/Warranties (roof, maintenance and guarantee bonds)
- Certificates of inspections

(c) The Contracting Officer will inform the contractor, in writing, of any discrepancies and/or omissions noted at the final inspection and the time allowable for replacement or correction. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's right under any warranty or guarantee.

(d) Prior to final inspection, the Contracting Officer must receive all submittals identified in the delivery order and as built drawings.

SECTION F DELIVERIES OR PERFORMANCE

F.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ____*____ days after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

*** Shall be identified in individual delivery orders.**

F.2 CONTRACT TIME NOTICE TO PROCEED

(a) Provided the contract is not terminated pursuant to paragraph (c) of FAR 52.228-1, "Bid Guarantee," if, in the opinion of the Contracting Officer, the Contractor's delay in executing formal contract documents or furnishing performance or payment bonds causes a delay in the issuance of the notice to proceed, the time to complete the work as specified in the contract, may be reduced to reflect such delay.

(b) The Contractor shall perform no work under this contract until the required contract documents and bonds have been furnished. Thereafter, work at other than the contract site may be undertaken. The Contractor shall perform no work at the contract site except pursuant to a notice to proceed given by the Contracting Officer.

(c) Notice to proceed may be issued by the Government at its convenience. Any right of the contractor to a price adjustment because of unreasonable delay on the part of the Government in issuing notice to proceed shall be determined in accordance with the clause titled "Suspension of Work."

F.3 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least *(see FAR 52.219-23) (all others - 20%)* of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F.4 52.211-12 Liquidated Damages-Construction. (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of ____*____ for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

*** To be determined, if required, with individual delivery orders.**

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F5. FAR 52.211-13 Time Extensions. (Sept 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

F.6 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from the date of contract award for a period of one (1) year. Delivery order(s) awarded prior to the expiration date of the contract shall be completed within the time stated in the delivery order(s). Exercise of an optional period of performance extends the period of performance of the contract by that option period.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 AUTHORIZED CONTRACTING OFFICERS

The Contracting Officers listed below may issue delivery orders under this base contract:

Ms. Mary L. Herman
Ms. Nancy Thomas
Mrs. Jean Bretz
Ms. Pamela Komer*

Mr. James Adamo
Mr. John O'Boyle
Ms. Jodi Ruggiero
Ms. Audrey Overholt*

Or any other USCG Contracting Officers within their contracting authority. The above-named Contracting Officers are located at USCG, Civil Engineering Unit (CEU) Providence, 300 Metro Center Blvd., Warwick, RI 02886.

*Contracting Officers at USCG Civil Engineering Unit (CEU) Cleveland.

G.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued **at any time within 1 year from date of award of this Indefinite Delivery/Indefinite quantity contract, or additional periods as options are exercised.**

(b) All delivery orders or delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

G.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$500,000
- (2) Any order for a combination of items in excess of \$1,000,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7

days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

G.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the expiration of the contract's effective period.

G.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

G.8 CONTRACT ADMINISTRATION

This contract will be administered by the Contracting Officer, U.S. Coast Guard, Civil Engineering Unit, Providence. All matters related to the performance of this contract, and all correspondence, shall be coordinated with and directed to the Contracting Officer at:

USCG, CEU Providence
Attn: Chief, Contracting Office
300 Metro Center Blvd.
Warwick, RI 02886
(401) 736-1760

Authorized contracting officers will be identified on individual delivery orders.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. SECTION 8(a) AWARD (FAR 52.219-17) (DEVIATION) (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) **(DELETED)**

(2) Except for novation agreements and advance payments, delegates to the U. S. Coast Guard the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the U.S. Coast Guard.

(4) To notify the U. S. Coast Guard, CEU Providence Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the USCG, CEU Providence.

(d) Reserved

(e) This contract is issued as a direct award between the contracting activity (U.S. Coast Guard, CEU Providence) and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is the U.S. Small Business Administration, Massachusetts District Office, 10 Causeway St., Rm 265, Boston, MA 02222-1093.

H.2 ADDITIONAL BOND SECURITY (FAR 52.228-2) (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An Irrevocable Letter of Credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.3 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribed or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require sub-contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

H.4 REQUIREMENT FOR INSURANCE

In accordance with the provisions of FAR Clause 52.228-5, "*Insurance - Work on a Government Installation*," the Contractor shall furnish to the Contracting Officer a certificate of insurance, identified by contract number, as evidence of the existence of the following minimum insurance coverages.

Type of Accident	Per Person	Coverage Per Accident	Property
Comprehensive General Liability		\$1,000,000	
Automobile Liability	\$200,000	\$500,000	\$20,000

Workmen's Compensation--As required by Federal and State Law.

Full insurance coverage in accordance with the U.S. Longshoremen's and Harbor Worker's Compensation Act, 33 USC 901 et seq will be required when a specific project involves operations in or on piers or waterways. All insurance policies shall provide for notice of cancellation and shall be given to the Contracting Officer not less than 30 days before the effective date of such cancellation, and the certificates of insurance shall indicate that the above provision has been included.

A certificate of insurance must be presented to the Contracting Officer within ten (10) calendar days after award of a delivery order.

H.5 SUBCONTRACT DATA

The Contractor shall submit an executed Statement and Acknowledgment (*Standard Form 1413*), to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be done before the subcontractor begins work.

This form provides an acknowledgment by the subcontractor that mandatory "flow-down" contract clauses have been included in his contract in accordance with Clause 52.222-11, "*Subcontracts (Labor Standards)*." A copy of Form SF 1413 will be given to the Contractor after award of a contract. Completing this form creates no

contractual relationship between the subcontractor and the Government.

H.6. PERFORMANCE AND PAYMENT BOND REQUIREMENTS FOR DELIVERY ORDERS

Securities to guarantee faithful performance of the contract and to guarantee payment to all persons supplying labor or materials in the performance of the contract shall be required for each delivery order in the amount specified in FAR clause 52.228-13, *Alternative Payment Protections* (Oct 1997) or FAR clause 52.228-15, *Performance and Payment Bonds - Construction* (Sep 1996).

H.7 ALTERNATIVE PAYMENT PROTECTIONS (FAR 52.228-13) (JUL 2000) **(Applies to orders less than \$100,000)**

(a) The Contractor shall submit one of the following payment protections:

Payment Bond

Irrevocable Letter of Credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award. (Delivery order)

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

H.7 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (FAR 52.228-15) **(JUL 2000) (Applies to order of \$100,000 or more)**

(a) *Definitions.* As used in this clause--

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or,

in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service

Surety Bond Branch

401 14th Street, NW, 2nd Floor, West Wing

Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

H.8 NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (USCG) (1252.228-90) (OCT 1994)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain the surety which has provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act (40 USC 270), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and

subcontractors a right to sue the bonding surety under the Miller Act for amounts owed for work performed and materials delivered under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

_____ (Name)
 _____ (Street Address)
 _____ (City, State, Zip Code)
 _____ (Contact and Telephone No.)

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

52.202-1	Definitions - Alternate I (MAY 2001) (MAY 2001)
52.203-3	Gratuities APR 1984
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting With (JUL 1995)
	Contractors Debarred, Suspended, or Proposed for Debarment
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records--Negotiation (JUN 1999)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small (OCT 2000)
	Business Concerns
52.219-9	Small Business Subcontracting Plan (OCT 2000)
52.219-14	Limitation on Subcontracting
52.219-16	Liquidated Damages - Small Business Subcontracting Plan (JAN 1999)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-3	Convict Labor (AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation(SEPT 2000)
52.222-6	Davis-Bacon Act (FEB 1995)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (FEB 1988)
52.222-10	Compliance With Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (FEB 1988)
52.222-12	Contract Termination – Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations(FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Nonsegregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (FEB 1999)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the (JAN 1999)
	Vietnam Era
52.223-3	Hazardous Material Identification and Material Safety Data Alt I (July 95) (JAN 1997)
52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998)

52.223-6 Drug-Free Workplace (MAY 2001)
 F52.223-11 Ozone-Depleting Substances (MAY 2001)
 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
 52.222-23 Notice Of Requirement For Affirmative Action To Ensure Equal(FEB 1999)
 Employment Opportunity For Construction
 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
 52.227-1 Authorization and Consent (JUL 1995)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 52.227-4 Patent Indemnity - Construction Contracts (APR 1984)
 52.228-11 Pledges of Assets (FEB 1992)
 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
 52.228-14 Irrevocable Letter of Credit (DEC 1999)
 52.229-3 Federal, State, and Local Taxes (JAN 1991)
 52.229-5 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
 52.230-2 Cost Accounting Standards (APR 1998)
 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 52.230-6 Administration of Cost Accounting Standards (NOV 1999)
 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 1997)
 52.232-17 Interest (JUN 1996)
 52.232-18 Availability of Funds (APR 1984)
 52.232-23 Assignment of Claims (MAY 2001)
 52.232-27 Prompt Payment for Construction Contracts (JUN 1997)
(a)(1)(i)(A) 30 Days
 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)
 52.233-1 Disputes (Alt I - DEC 1991) (DEC 1998)
 52.233-3 Protest After Award (AUG 1996)
 52.236-7 Permits and Responsibilities (NOV 1991)
 52.236-8 Other Contracts (APR 1984)
 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and
 Improvements (APR 1984)
 52.236-10 Operations and Storage Areas (APR 1984)
 52.236-11 Use and Possession Prior to Completion (APR 1984)
 52.236-12 Cleaning Up (APR 1984)
 52.236-13 Accident Prevention (NOV 1991)
 52.236-14 Availability and Use of Utility Services (APR 1984)
 52.236-17 Layout of Work (APR 1984)
 52.236-21 Specifications and Drawings for Construction (FEB 1997)
 52.242-13 Bankruptcy (JUL 1995)
 52.242-14 Suspension of Work (APR 1984)
 52.244-2 Subcontracts (AUG 1998)
 52.245-1 Property Records (APR 1984)
 52.245-4 Government-Furnished Property (Short Form) (APR 1984)
 52.248-3 Value Engineering – Construction (FEB 2000)
 52.249-2 Termination for Convenience of the Government (Fixed Price) (Alt I)(SEP 1996)
 52.249-10 Default (Fixed-Price Construction) (APR 1984)
 1252.211-71 Index For Specifications (TAR) (OCT 1996)
 1252.211-70 Brand Name or Equal (TAR) (OCT 1996)
 1252.220-90 Local Hire (USCG) (OCT 1994)
 1252.222-70 Strikes Or Picketing Affecting Timely Completion Of The Contract Work
 (TAR) OCT 1994
 1252.242-72 Dissemination of Contract Information (TAR)(OCT 1994)

52.219-11 Special 8(a) Contract Conditions. (Feb 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegate to the USCG the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the USCG [*insert name of contracting agency*] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the USCG.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the USCG Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 Special 8(a) Subcontract Conditions. (Feb 1990),

- (a) The Small Business Administration (SBA) has entered into Contract No.DTCGG1-03-C-3WK with the USCG to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The _____ [*insert name of subcontractor*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DTCGG1-03-C-3WK for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the USCG with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the USCG.
 - (4) That it will notify the USCG Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the USCG.

(End of clause)

52.219-14 Limitations on Subcontracting. (December 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
 - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.219-17 Section 8(a) Award.

As prescribed in 19.811-3(c), insert the following clause:

Section 8(a) Award (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the USCG the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USCG Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the USCG.

(End of clause)

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (June 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ [*insert name of SBA's contractor*] will notify the USCG Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

Alternate I (Nov 1989). If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, add the following paragraph (a)(4) to paragraph (a) of the clause:

(4) The offeror's approved business plan is on the file and serviced by New York or New Jersey.

**ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA
DESIGNATED ITEMS (FAR 52.223-9) (AUGUST 2000) (Alt I) (August 2000)**

(a) Definitions. As used in this clause-- Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (b) The Contractor, on completion of this contract, shall-- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and (2) Submit this estimate to USCG, CEU Providence Contracting Officer, 300 Metro Center Blvd., Warwick, RI 02886.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

(Signature of the Officer or Employee)

(Typed Name of the Officer or Employee) (Title)

(Name of Company, Firm, or Organization) (Date)

(End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Contracting Officer, USCG, Civil Engineering Unit, Providence, 300 Metro Center Blvd., Warwick, RI 02886.

**BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - CONSTRUCTION
MATERIALS (FAR 52.225-9) (FEB 2000)**

(a) *Definitions.* As used in this clause --

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of Components means -- (1) For components purchased by the Contractor, the acquisition cost, including

transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or, (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means – (1) An unmanufactured construction material mined or produced in the United States; or (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Domestic Preference.* (1) This clause implements the Buy American Act (41 USC 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None
(Contracting Officer to list applicable excepted materials or indicate "none")

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quantity.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including --

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting

Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

CONSTRUCTION MATERIAL DESCRIPTION	UNIT OF MEASURE	QUANTITY	PRICE (DOLLARS)*
<i>ITEM 1:</i>			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____
<i>ITEM 2:</i>			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

DIFFERING SITE CONDITIONS (FAR 52.236-2) (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of

the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and, (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings, and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

MATERIAL AND WORKMANSHIP (FAR 52.236-5) (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgement of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

SUPERINTENDENCE BY THE CONTRACTOR (FAR 52.236-6) (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15) (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

CHANGES (FAR 52.243-4) (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes -

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a

written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

52.244-6 Subcontracts for Commercial Items. (May 2002)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Contractor shall furnish a detailed Proposal for all Contract Modification Requests (CMR's) from the Contracting Officer. All Proposals shall reach the Contracting Officer within 20 calendar days after receipt of the CMR unless otherwise directed by the Contracting Officer. The Proposal shall comprise an itemized price breakdown in sufficient detail to permit an analysis of all materials, labor, equipment, overhead and profit, at both the prime and subcontracting levels and shall cover all work involved in the modification whether such work was deleted, added or changed. In addition, if the Proposal includes a request to extend time it shall show the effect on the approved schedule. Contractor-initiated requests for changes to the contract (other than corrective) shall be considered by the Government only if they meet all of the following conditions:

(1) The request shall be submitted to the Contracting Officer by separate correspondence signed by an authorized representative of the contractor.

(2) The request shall state how the proposed change would be incorporated into the schedule; whether or not a time extension will be necessary, and the calendar date that the Contractor must receive approval or disapproval so as not to affect the existing schedule.

(3) The request shall include a complete listing of existing labor, materials and equipment costs and proposed change as well as all indirect costs, and delays. It shall include a listing with telephone number, of all sources necessary for Government verification of costs and the Contractor's offer. The Government will reject any request that does not provide ALL of the above information in a single submission.

ACCIDENT AND FIRE REPORTING (TAR 1252.223-71) (OCT 1994)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or any subcontractor at any tier;
- (2) Damage of \$1,000 or more to Federal property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or,
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal Property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or contractor accident report form which provides for the statement of: (i) The extent of injury, and (ii) the damage and cause of the accident or fire. Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (TAR 1252.242-73)
(OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

SECTION J LIST OF ATTACHMENTS

J.1 General Specification for Indefinite Delivery Indefinite Quantity Contract

J.2 Attachment 1 - Past Performance Request



past perfeval.doc

J.3 Project for Competition: NEW LAVATORIES/VANITIES ACTIVITIES NEW YORK

J.3.1 Specification:



Acrobat Document

J.3.2 Drawings 1-4:



Acrobat Document

J.3.3. Wage Rates for Staten Island, Borough of New York, (Richmond County)



GENERAL DECISION
NY020003 03.d...

GENERAL DECISION NY020003 03/07/2003 NY3

This wage rate is applicable only to the seed project. All other delivery orders will have their applicable wage rate provided in the request for proposal.

Date: March 7, 2003

General Decision Number NY020003

Superseded General Decision No. NY010003

State: New York

Construction Type:

BUILDING

HEAVY

HIGHWAY

RESIDENTIAL

County(ies):

BRONX NEW YORK RICHMOND

KINGS QUEENS

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	03/01/2002
1	03/08/2002
2	03/22/2002
3	05/03/2002
4	06/07/2002
5	07/12/2002
6	09/13/2002
7	10/04/2002
8	12/27/2002
9	01/03/2003
10	01/10/2003
11	01/31/2003
12	03/07/2003

BRNY0003A 01/01/2003

	Rates	Fringes
TERRAZZO WORKERS	39.03	14.60
TERRAZZO FINISHERS	30.07	14.60

BRNY0004A 01/01/2000

	Rates	Fringes
MARBLE SETTERS	28.72	15.65

BRNY0020A 01/01/2000

	Rates	Fringes
MARBLE FINISHERS	23.69	16.83

BRNY0024A 01/01/2000

	Rates	Fringes
MARBLE POLISHERS	29.90	12.38

BRNY0052A 11/04/2002

	Rates	Fringes
TILE LAYERS	33.67	18.86

BRNY0088A 12/02/2002

	Rates	Fringes
TILE FINISHERS	29.37	14.50

CARP0001Y 01/01/2003

	Rates	Fringes
CARPENTERS:		
Carpenters & Soft floor		
layers	37.36	24.70

* CARP0740A 01/01/2003

	Rates	Fringes
MILLWRIGHTS	36.06	28.58

* CARP1456E 01/01/2003

	Rates	Fringes
DOCKBUILDERS	35.67	24.70

* CARP1456F 01/01/2003

	Rates	Fringes
DIVERS	43.80	24.70
DIVER TENDERS	32.40	24.70

* CARP1536A 07/01/2002

	Rates	Fringes
TIMBERMEN	32.61	24.70

ELEC0003A 05/09/2002

	Rates	Fringes
ELECTRICIANS	39.00	27.85
Jobbing, and maintenance and repair work	22.60	10.34+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

ELEC1049A 10/01/2001

	Rates	Fringes
QUEENS COUNTY		

LINE CONSTRUCTION: Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment

Lineman and Cable Splicer;	33.10	10.39
Heavy Equipment Operator;	23.33	6.99
Groundman	17.50	6.08
Tree Trimmer	20.85	6.98

ELEV0001B 07/01/1998

	Rates	Fringes
ELEVATOR MECHANICS (New Construction)	34.415	10.805+a
ELEVATOR MECHANICS (Modernization and Repair)	28.576	10.655+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. PAID VACATION: Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% for employees with less than 5 years of service

ENGI0014B 07/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY):		
GROUP 1	45.17	16.95+a
GROUP 2	37.17	16.95+a
GROUP 3	37.43	16.95+a
GROUP 4	36.53	16.95+a
GROUP 5	35.80	16.95+a
GROUP 6	34.75	16.95+a
GROUP 7	34.98	16.95+a
GROUP 8	33.94	16.95+a
GROUP 9	33.19	16.95+a
GROUP 10	33.08	16.95+a

GROUP 11	30.37	16.95+a
GROUP 12	31.04	16.95+a
GROUP 13	30.88	16.95+a
GROUP 14	23.13	16.95+a
GROUP 15	21.73	16.95+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: Raise bore drill, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons,

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons) well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

UTILITY CONSTRUCTION:

Utility compressors	20.65	16.95+a
Off shift compressors	26.43	16.95+a

Horizontal boring rig	31.70	16.95+a
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PAVING CONSTRUCTION:

Asphalt spreader	32.99	16.95+a
Asphalt roller	32.08	16.95+a
Asphalt plants	27.63	16.95+a

STEEL ERECTION:

Three drum derricks	41.07	16.95+a
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks	39.41	16.95+a
Compressors, Welding Machines	27.91	16.95+a

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75
 150' to 249' boom - add 2.00
 250' to 349' boom - add 2.25
 350' to 450' boom - add 2.75
 Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014C 08/01/1999

	Rates	Fringes
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POWER EQUIPMENT OPERATORS

(BUILDING & RESIDENTIAL):

GROUP 1	37.46	16.95+a
GROUP 2	37.08	16.95+a
GROUP 3	35.51	16.95+a
GROUP 4	34.96	16.95+a
GROUP 5	28.05	16.95+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

* IRON0040P 01/01/2003

	Rates	Fringes
BRONX, NEW YORK, RICHMOND		
IRONWORKERS (STRUCTURAL)	35.50	35.73

IRON0046C 07/01/2001

	Rates	Fringes
IRONWORKERS (METALLIC LATHERS)	36.50	21.42

IRON0197A 01/01/2003

	Rates	Fringes
IRONWORKERS (STONE DERRICKMAN)	35.76	27.75

* IRON0361P 01/01/2003

	Rates	Fringes
KINGS, QUEENS		
IRONWORKERS (STRUCTURAL)	35.50	35.73

* IRON0580A 01/01/2003

	Rates	Fringes
IRONWORKERS (ORNAMENTAL)	35.15	27.40

LABO0006A 07/01/2001

	Rates	Fringes
BUILDING CONSTRUCTION		
LABORERS:		
CEMENT AND CONCRETE WORKERS	29.50	13.32

LABO0029A 07/01/2001

	Rates	Fringes
LABORERS: (Heavy)		
Blasters	31.53	16.70
Blasters (hydraulic trac drill)	32.08	16.70
Hydraulic Trac Drill	28.38	16.70
Wagon; Airtrac; Quarry Bar		
Drill Runners	27.83	16.70
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled		
Hydraulic Asphalt and Concrete Breaker	27.14	16.70
Powder Carriers	24.50	16.70

LABO0078A 12/01/2002

Rates	Fringes
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ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos);

LEAD; & HAZARDOUS

WASTE LABORERS (Hazardous Waste,

Hazardous Materials, Biochemical

and Mold Remediation, HVAC,

Duct Cleaning, Re-spray

Fireproofing, etc.

23.85

6.35

LABO0079A 01/01/2001

Rates

Fringes

LABORERS: (Building)

Mason Tenders

25.55

13.19

Demolition Laborers

Tier A

26.55

12.99

Tier B

16.25

6.40

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts,mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers,pushing containers from the inside to the outside of thebuilding.

LABO0147A 07/01/2000

Rates

Fringes

LABORERS

FREE AIR TUNNEL WORKERS

Tunnel Workers (including Maintenance Men, Inside Muck Lock Tenders, Pump Men Electricians, Cement Finishers, Caulkers, Hydraulic Men, Sheild Men, Monorail Operators, Motor Men,Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders,Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout

Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles)

LABORERS	26.31	13.06
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LABO0731A 07/01/2001

	Rates	Fringes
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LABORERS: (Building,
Heavy and Residential):

UNSKILLED	28.74	14.64
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UTILITY LABORER	28.59	14.64
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Paid Holidays:

Labor Day and Thanksgiving Day

LABO1010A 07/01/2001

	Rates	Fringes
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LABORERS HIGHWAY CONSTRUCTION:

FORMSETTERS	32.04	15.55+a
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LABORERS	28.94	15.55+a
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Landscape Planting & Maintenance	28.84	15.55+a
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Fence Installer & Repairer	28.84	15.55+a
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Slurry/Sealcoater/Play Equipment

Installer	28.69	15.55+a
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Maintenance Safety Surface	28.44	15.55+a
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Small Power Tools Operator	28.44	15.55+a
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Small Equipment Operator (Not

Operating Engineer)	28.94	15.55+a
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FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1018A 07/01/2001

	Rates	Fringes
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LABORERS:

Asphalt Rakers	32.36	15.55+a
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Asphalt Tampers	29.92	15.55+a
Screedman/Micropaver	32.73	15.55+a
Landscape Planting & Maintenance		
Fence Installer/Maintenance	29.81	15.55+a
Play Equipment/Safety Surface		
Installer	29.31	15.55+a
Slurry/Sealcoater	29.31	15.55+a
Shoveler, General Laborers/		
All other incidental work	29.81	15.55+a
Line Striping Installers	29.56	15.55+a
Small Equipment Operator	29.56	15.55+a

FOOTNOTE:

a. Paid Holidays: Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, and Thanksgiving Day

PAIN0009B 05/01/2002

	Rates	Fringes
PAINTERS		
Painters, Drywall Finishers, Lead		
Abatement Worker (Bridge Work)	30.25	15.42
Spray, Scaffold and Sandblasting	33.25	15.42
GLAZIERS	32.20	20.17

All repair and maintenance work on particular building, whenever performed, where the total cumulative contract is under \$100,000.00.

GLAZIERS	19.05	11.44
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PAIN0806A 10/01/2002

	Rates	Fringes
PAINTERS:		
Structural steel and Bridge	38.75	22.78

PAIN1974A 07/03/2002

	Rates	Fringes
DRYWALL TAPERS/POINTERS	33.82	

PLAS0260A 07/01/1999

	Rates	Fringes
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BRONX, NEW YORK AND RICHMOND

COUNTIES:

PLASTERERS	27.91	15.55
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PLAS0260B 07/01/1999

Rates	Fringes
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KINGS AND QUEENS COUNTIES

PLASTERERS	27.91	15.16
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PLAS0530A 07/01/2002

Rates	Fringes
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DRYWALL PLASTERERS	31.66	16.06
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PLAS0780A 07/01/2002

Rates	Fringes
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CEMENT MASONS	38.00	17.85
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PLUM0001K 07/01/2002

Rates	Fringes
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PLUMBERS:	40.51	23.16
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JOBGING AND ALTERATIONS Any repair and or replacement of the present plumbing system that does not change the existing roughing

	20.97	7.43
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* PLUM0638A 01/01/2003

Rates	Fringes
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SPRINKLER FITTERS,

STEAMFITTERS	38.32	26.07
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SERVICE FITTERS	26.30	2.55
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Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008C 07/01/2001

	Rates	Fringes
ROOFERS	29.08	18.78

SHEE0028B 08/01/2002

	Rates	Fringes
SHEET METAL WORKERS	37.17	24.13

* TEAM0282B 07/01/2002

	Rates	Fringes
TRUCK DRIVERS:		
Asphalt	29.085	21.1025+a+b
High Rise	32.01	19.5525+a+b
Euclids & Turnapulls	29.65	21.1025+a+b

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

b. VACATION: For each 15 days worked within the contract year an employee will receive one day's vacation with pay with a maximum vacation of 3 weeks per year.

TEAM0813A 12/01/1998

	Rates	Fringes
TRUCKDRIVERS:		
GROUP 1	19.49	3.61+a
GROUP 2	19.76	3.61+a
GROUP 3	19.90	3.61+a
GROUP 4	20.23	3.61+a
GROUP 5	20.40	3.61+a
GROUP 6	21.29	3.61+a
GROUP 7	22.40	3.61+a
GROUP 8	19.90	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two(2) Personal Days, and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self contained loading unit up to and including 22 yard capacity.

GROUP 2: Open trucks, rack body or trucks with no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or any trucks 22 yards to and including 25 yards capacity.

GROUP 4: Rubbish and garbage trucks, 26 yards to and including 31 yards.

GROUP 5: Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal.

GROUP 6: Roll-off trucks up to and including 42 yard capacity.

GROUP 7: Roll-off truck with more than 42 yard capacity or any tractor trailer trucks.

GROUP 8: One-container tractor hoist on construction and alteration debris removal.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be: * an existing published wage determination* a survey underlying a wage determination* a Wage and Hour Division letter setting forth a position on a wage determination matter* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue. 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal

transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions. "*Common parent*," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"*Taxpayer Identification Number (TIN)*," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____.

(f) Common parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:

Name _____
TIN _____

K.4 52.209-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making fake statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.219-1 Small Business Program Representations (Apr 2002) Alt 1

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(7). *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(End of provision)

K.6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Compliance with Veterans' Employment Reporting Requirements. (52.222-38) (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.7 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 USC 6962(c)(3)(A)(i), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K8 52.223-13 . Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

[*Check each block that is applicable.*]

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K 9 52.225-10 Notice of Buy American Act Requirement-Construction Materials (May 2002)

(a) *Definitions*. "Construction material," "domestic construction material," and "foreign construction material" as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9.

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**K.10 REMOVAL AND DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE
LICENSES AND PERMITS (TAR 1252.223-70) (DEC 1997)**

The Contractor certifies that it has [____] does not have [____] all licenses and permits required by Federal, State and local laws to perform hazardous substances removal or disposal services. If the Contractor does not currently possess these documents, it hereby certifies that it will obtain all requisite licenses and permits within _____ days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

52.215-1	Instructions to Offerors—Competitive Acquisition	MAY 2001
52.236-28	Preparation of Proposals -- Construction	OCT 1997
1252.211-70	Brand Name or Equal (TAR)	OCT 1996

L.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the Commanding Officer/Contracting Officer, USCG Civil Engineering Unit, Providence, or his designated representative, and shall not be binding until so approved.

L.3 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- | | |
|-------------------------------|---|
| (1) Company name. | (5) Chief executive officer/key manager. |
| (2) Company address. | (6) Date the company was started. |
| (3) Company telephone number. | (7) Number of people employed by the company. |
| (4) Line of business. | (8) Company affiliation. |

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.4 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR Part 101-29 (FAR 52.211-1) (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
 Specifications Section, Suite 8100
 470 East L'Enfant Plaza, SW
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(c)

(d)

L.5 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DoD INDEX OF SPECIFICATIONS AND STANDARDS (DoDISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.mil> ; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP), Building 4, Section D
 700 Robbins Avenue, Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

L.6 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-3) (JUN 1988)

The specifications cited in this solicitation may be obtained from: "Referenced specifications may be obtained from the sponsoring organization listed in the specification package. The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation."

L.7 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a *firm fixed price, Indefinite Delivery – Indefinite Quantity (IDIQ)* contract resulting from this solicitation.

L.8 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an

agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Contracting Officer, CEU Providence, 300 Metro Center Blvd., Warwick, RI 02886.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.9 PRECONSTRUCTION CONFERENCE (FAR 52.236-26) (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

L 10 52.237-1 SITE VISIT (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

L.11 NOTICE OF PREAWARD SURVEY

(a) Offerors are advised that the Government may contact potential contractors to ascertain their capabilities to perform the work specified in this solicitation. In addition to financial statements and credit rating checks, the Government may visit a prospective contractor's facility(s). Areas of interest on this survey may include, but are not limited to the following:

- (1) performance plans.
- (2) quality assurance and control plans.
- (3) personnel recruitment and training plans.
- (4) workload factors for manpower utilization.
- (5) management plan for handling peak workloads.
- (6) production capability.
 - (i) plant facilities, equipment, and labor resources.
 - (ii) purchasing and subcontracting.
 - (iii) performance record and ability to meet delivery schedules.

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or delivery order contract or to award multiple delivery order contracts or delivery order contracts for the same or similar supplies or services to two or more sources under this solicitation.

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 NOTICE TO OFFERORS

All offerors are advised that award may be made without discussions. Therefore, proposals should be initially submitted on the most favorable terms, from a price and technical standpoint.

M.4 EVALUATION FACTORS FOR AWARD

Proposals which meet all applicable requirements of the solicitation will be evaluated to determine which proposal is most advantageous to the Government, ALL factors considered.

The following factors will be considered in determining award of the IDIQ contract.

1. **Price:** Evaluated on submission of "seed" project located in Section J electronically or as an attachment to this solicitation

2. **Past Performance:** Provide 3-5 references for work with government agencies within the last five years. If you have never worked for a government agency, provide references for similar work. Completed questionnaires found electronically in Section J or as an attachment to this solicitation. Questionnaires are to be completed and mailed directly to **USCG, Mary Herman, Chief, Contracting Office, 300 Metro Center Blvd., Warwick, RI 02886**. The person providing the reference for you **DOES NOT** return it to you. They return it to the Contracting Officer prior to receipt of proposals. It is recommended that you provide them with a stamped pre-addressed envelope.

3. **Qualifications of Key Personnel:** Provide resumes for project managers, superintendents and other key personnel to be used on this contract.

4. **Geographic location** – Contractor's location to the project sites.

5. **Quality Control Plan.** Using the "seed" project as an example, describe your firm's Quality Control Plan, including how your firm will perform the following items: Cost Control, Job Estimating, Work Scheduling, Safety Program Management, and Management of a Quality Control Program.

LETTER OF INTRODUCTION

Request for Proposal (RFP) DTCGG1-03-R-3WK069, Indefinite Delivery/Indefinite Quantity (IDIQ), for NY and NJ.

TO: OFFEROR

(1) In accordance with Section M, Item 4, this letter and the accompanying questionnaire are provided for your use in obtaining past performance references. This information will be used to assess the likelihood of your firm's success in performing the services required by this contract.

Please remember that Contractors shall provide a minimum of three (3) to five (5) references for similar work completed in the last five (5) years.

You are responsible for forwarding these forms to any agencies/companies that you intend to use as references for Past Performance evaluation. Please have these forms completed by your reference(s). The offeror is responsible for ensuring that the questionnaire is completed and returned to the Contracting Officer no later than the closing date and time of this solicitation. Questionnaires received by the Government after the date and time established for receipt of proposals shall not be accepted. Please be advised that the failure to receive this information may adversely impact the assessment of your firm's past performance and overall proposal.

Please duplicate this form and the attached questionnaire for each agency/company from whom you will request a reference.

(1) Please identify your firm (Offeror) by name:

(2) Please identify the contact (by number and title) and the activity/agency from which you are now obtaining a reference:

TO: SOURCE OF REFERENCE

The purpose of this questionnaire is to obtain past performance information relative to a contract that has been completed or is currently being performed by the above-identified contractor at your agency/company. This company is a potential source for award of an indefinite delivery/indefinite quantity (IDIQ), multi-trade construction contract for the New York and New Jersey area. Please complete this form completely; handwritten responses are sufficient. It is requested that the individual(s)

responsible for the administrative (post-award) oversight of the project (e.g. construction representative, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

Please supplement your answers with information that may be useful to the U.S. Coast Guard in assessing the contractor's past performance, i.e. information obtain from others in your organization or information you may have concerning other contracts performed by the contractor. In addition, please forward a copy of any evaluations concerning this contractor with your response.

❖ Note: All responses are confidential and exempt from contractor or public scrutiny.

Upon completion of the survey, please mail completed form(s) to:

U.S. Coast Guard
ATTN: Mary L. Herman
Chief, of Contracting Office
Civil Engineering Unit
300 Metro Center Blvd.
Warwick, RI 02886

PAST PERFORMANCE QUESTIONNAIRE
FOR _____

CONTRACT INFORMATION:

A. Contractor: _____

B. Contractor Address: _____

C. Contract Number: _____

D. Period of Performance: _____

E. Services Provided (Explain in detail the type of services provided by the contractor):

Please provide questionnaire responses to the following address:

Contracting Officer
U.S. Coast Guard
Civil Engineering Unit Providence
Attn: Mary L. Herman
300 Metro Center Blvd.
Warwick, RI 02886
FAX to: (401) 736-1704

CONTRACTOR RATING

1. In this section of the questionnaire you are asked to evaluate the contractor's performance. If you wish to elaborate on any of your answers, please provide comments at the end of this section. If more space is needed, continue your comments on a separate sheet of paper and attach it to this questionnaire prior to submitting it to the Contracting Officer, U.S. Coast Guard, CEU Providence, 300 Metro Center Blvd., Warwick, RI 02886.
2. You are urged to supplement your own knowledge of the contractor's performance with the judgment of others in your organization. Any unacceptable ratings should be supplemented with an explanatory narrative in the remarks block of this survey. If you circle a Yes/No answer that has an asterisk (*), please provide a corresponding explanation in the remarks block.
3. **ONCE COMPLETED, THIS SURVEY WILL BE CONSIDERED SOURCE SELECTION SENSITIVE IN ACCORDANCE WITH FAR PART 3.104**
4. The following definitions are applicable rating levels for the contractor's performance.

(E) Exceptional / High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
(VG) Very Good / Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
(S) Satisfactory / Confidence	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
(N) Neutral / Unknown Confidence	No performance record identifiable.
(M) Marginal / Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve the contract requirements.
(U) Unsatisfactory / No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

CONTRACTOR RESPONSIVENESS	
1. Rate the contractor's ability to meet specific response times and scheduled time frames for completion of specific tasks.	E VG S N M U
2. Rate the contractor's use of available resources to accomplish tasks identified in the contract.	E VG S N M U
3. Rate the contractor's upper level management responsiveness	E VG S N M U
4. To what extent has the contractor responded in a timely manner to emergency service requirements.	E VG S N M U
5. Overall rating of contractor's responsiveness	E VG S N M U
QUALITY OF SERVICE AND WORKMANSHIP	
1. The contractor's ability to effectively control the quality of services provided?	E VG S N M U
2. To what extent did the contractor improve business processes, thereby increasing quality or reducing costs?	E VG S N M U
3. Overall rating of contractor quality of service?	E VG S N M U
4. Overall rating of contractor standard of workmanship?	E VG S N M U
CUSTOMER SATISFACTION	
1. Has the contractor demonstrated unreasonable and uncooperative behavior in resolving customer complaints?	YES* NO
2. Is the contractor flexible in satisfying the requirements of their customers?	YES NO*
3. To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S N M U
4. To what extent did the contractor provide prompt and courteous service when responding to customer complaints	E VG S N M U
5. Overall rating of customer satisfaction?	E VG S N M U
CONTRACTOR MANAGEMENT	
1. Rate the working relationship between the contractor, your company and your designated representatives (to include inspection personnel)	E VG S N M U
2. Rate the contractor's ability to meet appropriate staffing levels with qualified personnel throughout the period for which services were (are) being provided.	E VG S N M U
3. To what extent were the contractor's reports and documentation accurate and complete?	E VG S N M U
4. To what extent did the contractor submit required reports and documentation in a timely manner?	E VG S N M U
5. To what extent did the contractor effectively integrate and manage subcontractors?	E VG S N M U
6. To what extent did the contractor integrate with the Owner and become part of the management team?	E VG S N M U

7. Rate the contractor's ability to identify potential contractual problems early, and advise before the problem becomes a delay or a life-threatening situation.	E VG S N M U
8. Overall rating of contractor management.	E VG S N M U
COMPLIANCE WITH ENVIRONMENTAL LAWS/SAFETY AND SECURITY	
1. Has the contractor ever received any Notification of Violations while services were being provided?	YES* NO
2. Compliance with environmental requirements?	E VG S N M U
3. Compliance with Safety/Security Requirements?	E VG S N M U
CONTRACTUAL OBLIGATIONS	
1. Has an election ever been made to not exercise an option due to contractor's poor performance?	YES* NO
2. Has a cure notice or show cause notice ever been issued?	YES* NO
3. To what extent did the contractor provide reliable, supportable cost estimates	E VG S N M U
4. How knowledgeable were key personnel of the contract requirements?	E VG S N M U
5. Would you hire this contractor again? Highly Likely Likely Unlikely Highly Unlikely	
ADDITIONAL COMMENTS	
<p>Please provide any additional information on any other contracts, which you are aware of, that may have or are being performed by the contractor that may be of interest to support this solicitation.</p> <p>_____</p> <p>_____</p> <p>Additional Comments to support the above evaluation:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

SECTION 01110**SUMMARY OF WORK****GENERAL*****WORK COVERED BY CONTRACT DOCUMENTS*****Project Description**

The work includes multi-discipline construction and facilities repair, maintenance and alterations to building and grounds using trades common to the construction industry, and incidental related work. All work will be performed in a workmanlike manner and in complete compliance with all plans and specifications issued with each delivery order.

Existing Work

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which is to remain.
- b. All portions of existing work which have been altered in any way during construction operations shall be repaired or replaced in kind and in a manner to match existing or adjoining work, as approved by the Contracting Officer. All work of this nature shall be performed by the Contractor at the Contractor's expense and shall be performed as directed by the Contracting Officer. At the completion of all operations, existing work shall be in a condition equal to or better than that which existed before the new work started.

Location Of Underground Facilities

Contact "Dig Safe" prior to start of excavation. Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified. For additional work required by reason of conflict between new and existing work, an adjustment in contract price will be made in accordance with the clause of the Contract Clauses entitled "Differing Site Conditions".

Notification Prior to Excavation

Notify the Contracting Officer at least 5 days prior to starting excavation work.

PROJECT INFORMATION**Contract Drawings**

Drawings are the property of the Government and shall not be used for any purpose other than this project together with these specifications. Drawings will be provided electronically via e-mail.-

Notification of Drawing Discrepancies

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

Plans and Specifications

The Contracting Officer will not furnish hard copy plans and specifications. All project documents will be available from the contracting officer electronically. Contractor can download information or pay a service to perform.. One set shall be used to prepare the As-Built Records indicated in Section 01770 of this specification.

Pre-Construction Conference

Following award the Contractor shall attend a Pre-Construction Conference to be held near the project site. The Contractor shall pay for all expenses incurred by him in this regard. Contract requirements and administrative procedures will be discussed. The Contractor shall present any technical questions to the Contracting Officer in writing not less than seven calendar days prior to this conference. No requests for changes will not be addressed otherwise. The Pre-Construction Conference will be scheduled after all bonds and the insurance certificate has been approved. The Contractor shall bring the following items to the Pre-Construction Conference:

- a. Construction Schedule/Schedule of Values (See Section 01320)
- b. Submittal Register (See Section 01330)

SECTION 01140

WORK RESTRICTIONS

1 GENERAL

1.1 SUBMITTALS

Submit the following in accordance with Section titled, "Submittal Procedures."

1.1.1 SD-18, Records

a. Daily Logs

1.2 SPECIAL SCHEDULING REQUIREMENTS

- a. Contractor's Daily Log: The Contractor shall complete the USCG Daily Log form at the end of each working day and deliver it to the Government Inspector. The Government Inspector will attest to its accuracy by initialing the form and forward the form to CEU Providence. The form will be provided to the Contractor at the pre-construction meeting..

1.3 CONTRACTOR ACCESS AND USE OF PREMISES

1.3.1 Station Regulations

Ensure that Contractor personnel employed on the Station become familiar with and obey Station regulations including fire, traffic, and security regulations. Keep within the limits of the work and avenues of ingress and egress as directed. Do not enter restricted areas unless required to do so and until cleared for such entry. Permission to interrupt any station roads, or utility services shall be requested in writing to the contracting officer a minimum of 15 calendar days prior to the desired date of interruption. The Contractor's equipment shall be conspicuously marked for identification.

1.3.2 Working Hours

Regular working hours shall consist of an eight and one-half hour period established by the Contracting Officer, Monday through Friday, excluding Government holidays. Contractor will not be allowed to work on Government holidays without the written permission of the contracting officer.

1.3.3 Work Outside Regular Hours

Work outside regular working hours requires Contracting Officer approval. Provide written request at least 15 calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress. The Contractor shall not commence working outside regular hours unless prior approval is obtained from the Contracting Officer. The Contractor shall not assume that work will be permitted outside normal hours when developing the bid. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the Contracting Officer.

1.3.4 Occupied Buildings

The Contractor shall be working in and around existing buildings which are occupied. Do not enter the buildings without prior approval of the Contracting Officer. Leave attached equipment in place, and protect against damage, or temporarily disconnect, relocate, protect, and reinstall at the completion of the work. Unless otherwise indicated, the Government will remove and relocate other Government property in the areas scheduled to receive work.

1.3.5 Utility Interruptions

- a. utility interruptions will be performed after normal working hours or on Saturdays, Sundays, and Government holidays. Conform to procedures required in the paragraph "Work Outside Regular Hours."
- b. Interruption to water, sanitary sewer, storm sewer, telephone service, or electric service shall be considered utility interruptions pursuant to the paragraph entitled "Work Outside Regular Hours". Such interruption shall be further limited to a minimum of one hour unless otherwise agreed in advance. This time limit includes time for deactivation and reactivation.
- c. Permission to interrupt any Station Roads, Pier Facility, and/or Utility Service shall be requested in writing a minimum of 5 calendar days prior to the desired date of the interruption.

1.4 SCHEDULING FOR OPERATIONS

The work under this contract may require special attention to the scheduling and conduct of the work. Identify on the construction schedule each factor which constitutes a potential interruption to unit operations.

1.5 BASE SECURITY

After award and prior to starting work the prime Contractor shall provide in writing the full names dates of birth and social security numbers of all employees and representatives of the Contractor who need access to the construction site. In some cases, identification badges will be issued and shall be worn by each employee. Any employee not wearing an identification badge shall be removed from the particular site. In the event employees are hired or discharged, a corrected list of employees shall be furnished reflecting the change in personnel. Identification badges for the Contractor and his employees shall be furnished reflecting the change in personnel. Upon completion of the contract and/or termination of the service of any employee, the Contractor shall be responsible to return the badges. Compliance with this requirement is mandatory and certification thereof to the Contracting Officer is required prior to submitting final invoices. Failure to return all badges will delay the Contractor's final payment.

Section 01300

1. GENERAL

1.1 SUBMITTALS

Submit the following in accordance with Section entitled "Submittal Procedures."

1.1.1 SD-18, Records

- a. **Construction Schedule and Schedule of Values**

1.2 CONSTRUCTION SCHEDULE/SCHEDULE OF VALUES

At the Pre-Construction Conference, submit a Construction Schedule and Schedule of Values in accordance with FAR Clause 52.236.15. The Schedule of Values shall be based on the actual breakdown of the bid price. The cost of insurance shall not be listed as a separate item but included as part of each item of work. The actual cost of bonds may be paid as the first progress payment when a receipt from the bonding company is presented to the Contracting Officer. For contracts under \$25,000, a Schedule of Values is not required. In addition, keep the Government Inspector informed daily of the expected delivery dates for major pieces of equipment and materials.

Construction Schedule and Schedule of Values shall be incorporated into one form that clearly indicates the start and completion dates and unit value of all major work components. The sample form provided in this section may be used. Optional forms may be used provided they include at a minimum all information conveyed on the sample form.

Construction Schedule/Schedule of Values form shall incorporate at a minimum the following activities:

- a. Bonds
- b. Mobilization
- c. Demobilization
- d. Pre-Construction Submittals
- e. Work Activities
- f. In-Progress Submittals
- g. Final Government Inspection
- h. Close-Out Submittals; i.e. Testing Balancing Reports, Warranties, Operation and Maintenance Manuals, Posted Instructions
- i. As-Built Drawings

j. Factors which Constitute Potential Interruptions to Station Operations.

Pre-Construction Submittals are those activities that encompass the obtaining, submission, review and approval of submittals necessary prior to the start of the related site work. Contractor shall annotate all such activities into the progress schedule with their forecasted time periods. These activity periods shall not be exclusive of the contract performance period. No site work shall commence until the respective submittals have been approved.

The value of all major work components within the project shall be identified on the Construction Schedule/Schedule of Values on a unit quantity and unit cost basis, e.g. number of squares and cost per square of roofing, number of lineal feet and cost per lineal foot of conduit, number of panels and cost per panel etc. Lump sum items shall only be paid for when 100% complete.

The Construction Schedule/Schedule of Values as approved by the Government is not a substitute for quantities conveyed by the specification and drawings and those required for a complete job. Omissions and errors on the Construction Schedule/Schedule of Values are the responsibility of the Contractor.

PROGRESS UPDATES

General

A revised Construction Schedule/Schedule of Values shall be issued by the Contractor on a monthly basis. In addition, any revisions to the Construction Schedule/Schedule of Values such as modifications or delays shall be reflected by Contractor submission of an updated Construction Schedule/Schedule of Values.

Modifications

When the Government issues a modification, record the modification as the last activity of the Construction Schedule/Schedule of Values and include the value of the modification. Adjust the Schedule of Values to reflect the inclusion of the modification. Revise the Construction Schedule portion of the form to annotate the progress change. Enter all modifications in this manner in sequential order.

SECTION 01330**SUBMITTAL PROCEDURES****1. GENERAL*****DEFINITIONS*****Submittal**

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

Types of Submittals

All submittals are classified as indicated in the paragraph "Schedule of Submittal Descriptions." The submittals also are grouped as follows:

- a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this Contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate a portion of the work.
- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate a portion of the work, but not prepared exclusively for this Contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to a portion of the work, illustrating a portion of the work or establishing standards for evaluating the appearance of the finished work or both.
- d. Administrative submittals: Data presented for reviews and approval to ensure that the administrative requirements of the project are adequately met but not to ensure directly that the work is in accordance with the design concept and in compliance with the Contract documents.

Approving Authority

The person authorized to approve a submittal.

Work

As used in this section, on- and off-site construction required by the Contract documents, including labor necessary to produce the construction and materials, products, equipment, and systems incorporated or to be incorporated in such construction.

Preconstruction Submittals

Those submittal items that can logically be submitted and approved prior to job site mobilization, and without creating undue constraints on subsequent construction activities. Examples include most **SD-02** Manufacturer's Catalog Data, **SD-14** Samples, Safety Plans, Environmental Protection Plan. etc. These submittals are assigned by the Government, and appear on the Submittal Register.

In-Progress Submittals

Those submittal items that logically must be submitted and approved within the progress of job site construction, and that will likely constrain subsequent activities if submission and/or approval is delayed. Examples include many **SD-12** Field Test Reports such as HVAC Testing And Balancing (TAB) Reports, Soil Compaction Test Reports, Concrete Strength Reports, Inspection Certification From Utility Companies, etc.

Close-Out Submittals

Those submittal items that logically may be submitted and approved at, or after substantial completion of job site construction, and without constraining any other construction activities. Examples include As-Built Drawings, Operations and Maintenance (O&M) Manuals, Warranties, etc..

Submittal (Item No.)

Specific items to be submitted by the Contractor, and reviewed by the Government for approval, or disapproval. The Submittal Register assigns a unique "ITEM NUMBER" to each submittal item. Also, requirements for each Submittal Item are defined by corresponding paragraphs within the specifications that establish criteria for approval or disapproval.

Submittal Set

This is a prescribed number of sets of any particular Submittal Item to be sent by the Contractor to specific addresses as designated by the Submittal Register. All sets for any Submittal Item must be identical

Submittal Groups

Any number of Submittal Items planned to be concurrently sent by the Contractor, as Submittal Sets, to the prescribed addresses, and usually within the same parcel to each addressee. Group 1 consists of Pre-Construction Submittals that have been designated by the Government. All other Submittal Groups are as organized and designated by the Contractor. All Submittal Groups must be logically shown as separate activities, or leader activities on the Construction Schedule. Submittal Groups must be numerically designated (i.e., Group 1, Group 2, etc.). Group 1 is always used for Pre-Construction Submittals.

SUBMITTALS

Submit the following in accordance with the requirements of this section.

SD-18, Records

a. Submittal register

1.2.1.1 Submittal Register

Within 5 calendar days after receipt of Notice to Proceed, prepare and submit a copy of the submittal register attached to the end of this Section which lists all the submittals register required by the contract with planned submittal dates listed in the indicated column for each submittal item. Alternate formats for the submittal register are not permitted. The Government will take no action on any other submittals until the submittal register is approved. Maintain at the site, an up-to-date, approved, submittal register showing the status of all submittals.

PROCEDURES FOR SUBMITTALS

Reviewing, Certifying, Approving Authority

The approving authority shall be the Contracting Officer, or Appointed Representative.

Constraints

- a. Submittals listed or specified in this Contract shall conform to the provisions of this section, unless explicitly stated otherwise.
- b. Submittals shall be complete for each definable feature of work; components of the definable feature interrelated as a system shall be submitted at the same time.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, the submittal will be returned without review.
- d. Approval of a separate material, product, or component does not imply approval of assembly in which the item functions.

Coordination With The Construction Schedule

- a. Management of all submittals listed on the Submittal Register shall be closely coordinated with the Construction Schedule.
- b. All Pre-Construction Submittals shall form Group 1 on the Submittal Register, and shall be shown as its own activity on the Construction Schedule prior to job site mobilization, and the commencing of work. All Pre-Construction Submittals are assigned by the Government, and are shown on the Submittal Register form provided at the end of this section.

- c. All In-Progress Submittals, and all Close-Out Submittals shall be formed into subsequent Groups by the Contractor, and recorded as such on the Submittal Register. Each Submittal Group shall be shown as its own activity on the Construction Schedule.
- d. Activities on the Construction Schedule, defined by Submittal Groups, shall be understood to begin with the Contractor sending the first submission, and to end with the Contractor receiving Government approval.
- e. Refer to Specification Section 01320, Construction Schedule for more instructions on preparing the Construction Schedule.
- f. Except as specified otherwise, allow a review period, beginning with receipt by the approval authority, that includes at least 14 calendar days to review and send out each Submittal Group. The period of review is the same for both first time submittals, and resubmittals. The same rule applies to full Submittal Groups, and partial Submittal Groups. Activities on the Construction Schedule shall be programmed accordingly to allow sufficient time for the submittals process.
- g. Exceptions to the above instructions shall be as granted by the Contracting Officer only. It shall not be assumed that the Contracting Officer will grant any such request to change these requirements.

Variations

Variations from contract requirements require Government approval pursuant to Contract Clause entitled "FAR 52.236-21, Specifications and Drawings for Construction" and will be considered where advantageous to the Government. When proposing a variation, submit a written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to the Government. If lower cost is a benefit, also include an estimate of the cost saving. Identify the proposed variation separately and include the documentation for the proposed variation along with the required submittal for the item. When submitting a variation for approval, the Contractor warrants the following:

a. Variation Is Compatible

The Contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of the work.

b. Review Schedule Is Modified

In addition to the normal submittal review period, a period of 14 calendar days will be allowed for consideration by the Government of submittals with variations.

Contractor's Responsibilities

- a. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and Contract documents.
- b. Advise the Contracting Officer of variation, as required by the paragraph entitled "Variations."

- c. Correct and resubmit submittal as directed by the approving authority. Direct specific attention, in writing or on resubmitted submittal, to revisions not requested by the approving authority on previous submissions.
- d. Ensure that submitted material is clearly legible.
- e. Complete work that must be accomplished as a basis of a submittal in time to allow the submittal to occur as scheduled.
- f. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted". Retain a copy of approved submittals at the project site, including the Contractor's copy of approved samples.

Approving Authorities Responsibilities

- a. Submittals will be reviewed for approval with reasonable promptness and only for conformance with project design concepts and compliance with the Contract documents.
- b. Submittals will be returned with one of the following notations:
 - (1) Submittals marked "approved" authorize the Contractor to proceed with the work covered.
 - (2) Submittals marked "approved, see remarks below" authorize the Contractor to proceed with the work as noted provided the Contractor takes no exception to the remarks.
 - (3) Submittals marked "disapproved" indicate the submittal does not comply with the design concept or the requirements of the Contract documents and shall be resubmitted with appropriate changes.

FORMAT OF SUBMITTALS

Transmittal Form

Use form CEU (2-91) CONTRACT ITEM APPROVAL REQUEST for all submittals. Follow instructions on the page following the form. Consult a sample of this form. Provide an original and three copies of the REQUEST to the Contracting Officer, and retain one additional copy in the Contractor's file. This form will be supplied to the contractor at the pre-construction meeting.

Identifying Submittals

Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on the transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Construction Contract number.

- c. Provide the "Item No." designation assigned by the approved Submittal Register for each Submittal Item.
- d. The section number of the specification section by which the submittal is required.
- e. The submittal description (SD) number of each component of the submittal.
- f. When a resubmission, an alphabetic suffix on the submittal description, for example, SD-10A, to indicate the resubmission.
- g. The name, address, and telephone number of the subcontractor, supplier, manufacturer and any other second tier contractor associated with the submittal.
- h. Product identification and location of project.
- i. It is acknowledged that manufacturer's literature, and other items, often include more than one product, and/or product options. For all such submitted manufacturer's literature, and other items, provide prominent marks, highlights, and/or annotations as necessary to clearly show exactly which product, or products is/are being submitted for review. When Government selection is NOT prescribed as part of the submittal review process, the Contractor shall identify only ONE product option for each Submittal Item. Failure to comply with these instructions will result in either a disapproval, or the Government unilaterally making a selection, or selections during the review.

Format for Product Data

- a. Indicate, by prominent notation, each product which is being submitted; indicate the specification section number and paragraph number to which it pertains.
- b. Supplement product data with material prepared for the project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for the project. All supplements must originate from the manufacturer, or fabricator.

Format for Shop Drawings

- a. Shop drawings shall not be less than 8 1/2 by 11 inches nor more than 24 x 36 inches.
- b. Present 8 1/2 x 11 inches sized shop drawings as a part of the bound volume for the submittals required by the section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to the information required in the paragraph entitled "Identifying Submittals."
- d. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Identify materials and products for work shown.

Format of Administrative Submittals

- a. When the submittal includes a document which is to be used in the project or become a part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document, but to a separate sheet accompanying the document.
- b. Operation and Maintenance Manual Data: Submit in accordance with Section 01781, "Operation and Maintenance Data." Include components required in that section and the various technical sections.

Format of Samples

- a. Furnish samples in the sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:
 - (1) Sample of Equipment or Device: Full size.
 - (2) Sample of Materials less than 2 by 3 inches: Built up to 8 ½ by 11 inches.
 - (3) Sample of Materials exceeding 8 ½ by 11 inches: Cut down to 8 ½ by 11 inches and adequate to indicate color, texture, and material variations.
 - (4) Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
 - (5) Sample on Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
 - (6) Color Selection Samples: 2 by 4 inches.
 - (7) Sample Panel: 4 by 4 feet.
 - (8) Sample Installation: 100 square feet.
- b. Samples Showing Range of Variation: Where variations are unavoidable due to the nature of the materials, submit sets of samples of not less than three units showing the extremes and middle of the range.
- c. Reusable Samples: Incorporate returned samples into the work only if so specified or indicated. Incorporated samples shall be in undamaged condition at the time of use.
- d. Recording of Sample Installation: Note and preserve the notation of the area constituting the sample installation but remove the notation at the final clean up of the project.
- e. When a color, texture or pattern is specified in naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

*QUANTITY OF SUBMITTALS***Number of Copies of Product Data**

Submit a minimum of 4 copies of submittals of product data. After review, the approving authority will retain three copies and return remaining copies with notations resulting from the review.

Number of Copies of Shop Drawings

A. For shop drawings presented on sheets larger than 8 ½ by 14 inches, submit a minimum of four prints of each required shop drawing prepared for this project.

1. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to the information required in the paragraph entitled “Identifying Submittals”.

2. After review, the approving authority will retain three of the prints and return the remaining prints with notation resulting from the review.

B. For shop drawings presented on sheets 8 ½ by 14 inches or less, conform to the format and quantity requirements for product data, and present as a part of the bound volume for the submittals required by the Section.

Number of Samples

- a. Submit two samples, or two sets of samples showing range of variations, of each required item. One approved sample or set of samples will be returned to the contractor.

Number of Copies of Administrative Submittals

- a. Unless otherwise specified, submit the administrative submittals in compliance with the quantity requirements specified for product data.
- b. Submit administrative submittals required under “SD-19, Operation and Maintenance Manuals” to conform to Section 01781, “Operation and Maintenance Data.”

SCHEDULE OF SUBMITTAL DESCRIPTIONS (SD)

SD-01, Data

Submittals which provide calculations, descriptions, or other documentation regarding the work.

SD-02, Manufacturer's Catalog Data

Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents. A type of product data.

SD-03, Manufacturer's Standard Color Charts

Preprinted illustrations displaying choices of color and finish for a material or product. A type of product data.

SD-04, Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, detail of fabrications, layout of particular elements, connections, and other relational aspects of the work. A type of shop drawing.

SD-05, Design Data

Design calculations, mix designs, analyses, or other data, written in nature and pertaining to a part of the work. A type of shop drawing.

SD-06, Instructions

Preprinted material describing installation of a product, system, or material, including special notices and Material Safety Data Sheets, if any, concerning impedances, hazards, and safety precautions. A type of product data.

SD-07, Schedules

A tabular list of data or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work. A type of shop drawing.

SD-08, Statements

A document, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality. A type of shop drawing.

SD-09, Reports

Reports of inspection and laboratory test, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-10, Test Reports

A report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within three years of the date of award of this Contract. A type of product data.

SD-11, Factory Test Reports

A written report which includes the findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

SD-12, Field Test Reports

A written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

SD-13, Certificates

Statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meet specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address. A type of shop drawing.

SD-14, Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work. A type of sample.

SD-15, Color Selection Samples

Samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work. A type of sample.

SD-16, Sample Panels

An assembly constructed at the project site in a location acceptable to the Contracting Officer and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Contracting Officer. A type of sample.

SD-17, Sample Installations

A portion of an assembly or material constructed where directed and, if approved, retained as a part of the work. A type of sample.

SD-18, Records

Documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism. A type of administrative submittal.

SD-19, Operation and Maintenance Manuals

Data intended to be incorporated in an Operations and Maintenance Manual. A type of administrative submittal.

SUBMITTAL REGISTER INSTRUCTIONS

A Submittal Register will be provided to the contractor. Contractor shall review the submittal register, identify any discrepancies, complete the columns that require contractor's input and submit a copy to the contractor officer at the pre-construction meeting.

*OTHER INSTRUCTION***Forms**

The USCG CEU Providence "CONTRACT ITEM APPROVAL REQUEST" form, original white cover plus three attached carbons, shall always be sent to the USCG CEU Providence Contracting Officer, or appointed representative.

Items

All sets of each Submittal Item shall be identical. All annotations applied shall be identical for all copies of each Submittal Set.

Groups

All components within any particular Submittal Group shall be sent together within the same parcel. This rule also applies to all Submittal Items requiring resubmission.

Exceptions

Exceptions to the instructions in this Section shall be as granted by the Contracting Officer only. It shall not be assumed that the Contracting Officer will grant any such request to change these requirements.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

GENERAL

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C510 (1997) Double Check Valve Backflow-Prevention Assembly

AWWA C511 (1997) Reduced-Pressure Principle Backflow-Prevention Assembly

FEDERAL HIGHWAY ADMINISTRATION (FHWA)

FHWA MUTCD (2000) Manual on Uniform Traffic Control Devices

FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH (FCCCHR)

FCCCHR-USC (1992) List of Approved Backflow Prevention Assemblies

TEMPORARY UTILITIES AND SERVICES

Electric power and water are available on the station site. The Contractor will be permitted to utilize these facilities in performing the work provided that the existing systems are not overloaded. The Contractor is responsible for installing and removing connections to existing systems and will insure work and materials are in accordance with local codes. The use of electricity shall be limited to tools which can be operated on 60 Hertz, single phase, 20 ampere, 120 volt circuits. Telephone services will not be available for use by the Contractor. Water shall not be taken from any housing unit.

WEATHER PROTECTION

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Government property. Precautions shall include, but are not

limited to, removing loose materials, tools and equipment from exposed locations; and removing or securing temporary work.

STATION OPERATION EFFECT ON CONTRACTOR OPERATIONS

Interruption of Vehicular Traffic

During the performance of work, when it becomes necessary to modify vehicular traffic patterns at any locations, notify the Contracting Officer at least 15 calendar days prior to the proposed modification date, and provide a **Traffic Control Plan** detailing the proposed controls to traffic movement for approval. Provide cones, signs, barricades, lights, or other traffic control devices and personnel required to control traffic.

STORAGE AREAS

The Contract Clause entitled "FAR 52.236-10, Operations and Storage Areas" and the following apply:

Storage Size and Location

The open site available for storage shall be as indicated.

Storage in Existing Buildings

The Contractor will be working in and around existing buildings; the storage of material will not be allowed in the buildings except as allowed by the contracting officer.

TEMPORARY SANITARY FACILITIES

Unless otherwise indicated, provide adequate sanitary conveniences of a type approved for the use of persons employed on the work, properly secluded from public observation, and maintained in such a manner as required and approved by the Contracting Officer. Maintain these conveniences at all times without nuisance. Upon completion of the work, remove the conveniences from the premises, leaving the premises clean and free from nuisance. Dispose of sewage through connection to a municipal, district, or station sanitary sewage system. Where such systems are not available, use chemical toilets or comparably effective units, and periodically empty wastes into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Include provisions for pest control and elimination of odors.

TEMPORARY BUILDINGS

Locate these in the Contractor's storage area indicated in each task order.

Maintenance of Temporary Facilities

Suitably paint and maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal.

Trailers or Storage Buildings

Trailers or storage buildings will be permitted, where space is available, subject to the approval of the Contracting Officer. The trailers or buildings shall be in good condition, free from visible damage rust and deterioration, and meet all applicable safety requirements.

Trailers shall be roadworthy and comply with all appropriate state and local vehicle requirements. Failure to maintain storage trailers or buildings to these standards shall result in the removal of non-complying units at the Contractor's expense. A sign not smaller than 24 by 24 inches shall be conspicuously placed on the trailer depicting the company name, business phone number, and emergency phone number. Trailers shall be anchored to resist high winds and must meet applicable state or local standards for anchoring mobile trailers.

PRODUCTS

BACKFLOW PREVENTERS

Reduced pressure principle type conforming to the applicable requirements **AWWA C510** and **AWWA C511**. Provide backflow preventers complete with gate valve and strainer. Listing of particular make, model/design, and size in **FCCCHR-USC** will be acceptable as required proof for testing and certification.

EXECUTION

REDUCED PRESSURE BACKFLOW PREVENTERS

Install the reduced pressure backflow device on each discharge point at which water is obtained. Connections to test cocks or the use of wye connectors is not acceptable.

SECTION 01525**SAFETY REQUIREMENTS****GENERAL***SUMMARY***Related Sections**

- a. Section 01310, "Administrative Requirements"
- b. Section 01500, "Temporary Facilities and Controls"
- c. Section 02220, "Site Demolition"

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|--|
| ANSI A10.14 | (1991) Construction and Demolition Operations - Requirements for Safety Belts, Harnesses, Lanyards and Lifelines for Construction and Demolition Use |
| ANSI Z359.1 | (1992) Safety Requirements for Personal Fall Arrest Systems |

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

- | | |
|-------------|---------------------------------|
| ASME B30.5 | (2000) Mobile Cranes |
| ASME B30.22 | (2000) Articulating Boom Cranes |

CODE OF FEDERAL REGULATIONS (CFR)

- | | |
|--------------------|---|
| 29 CFR 1910.94 | Ventilation |
| 29 CFR 1910.120 | Hazardous Waste Operations and Emergency Response |
| 29 CFR 1926.65 | Hazardous Waste Operations and Emergency Response |
| 29 CFR 1926.502(f) | Warning Line Systems |

CORPS OF ENGINEERS (COE)

- | | |
|----------------|--|
| COE EM-385-1-1 | (1996) Safety and Health Requirements Manual |
|----------------|--|

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2002) Portable Fire Extinguishers
NFPA 70	(2002) National Electrical Code
NFPA 241	(2000) Safeguarding Construction, Alteration, and Demolition Operations

DEFINITIONS

- a. Certified Industrial Hygienist. An industrial hygienist is an individual who is certified by the American Board of Industrial Hygiene.
- b. Certified Safety Professional. A safety manager, safety specialist, or safety engineer that has passed the CSP exam administered by the Board of Certified Safety Professionals.
- c. Competent Person. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- d. Confined Space. A space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- e. First Aid. First aid is any one-time treatment, and any follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.
- f. Health and Safety Plan (HASP). The HASP is the Navy equivalent Army term of SHP or SSHP used in [COE EM-385-1-1](#). "USACE" property and equipment specified in [COE EM-385-1-1](#) should be interpreted as Government property and equipment.
- g. Lost Workdays. The number of days consecutive or not after, but not including, the day of injury or illness during which the employee would have worked but could not do so; that is, could not perform all or part of his normal assignment during all or any part of the workday or shift; because of the occupational injury or illness.
- h. Medical Treatment. Medical treatment includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.
- i. Multi-employer work site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The USCG considers the prime contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

- j. **Operating Envelope.** There is an "operating envelope" around any crane, and inside the envelope are the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure.
- k. **Qualified Person.** One who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems related to the subject matter, the work or the project.
- l. **Recordable Occupational Injuries or Illnesses.** Any occupational injuries or illnesses which result in:
 - (1) Fatalities, regardless of the time between the injury and death, or the length of the illness; or
 - (2) Lost Workday Cases, other than fatalities, that result in lost workdays, or
 - (3) Non-Fatal Cases without lost workdays which result in transfer to another job or termination of employment, or require medical treatment or involve: loss of consciousness or restriction of work or motion. This category also includes any diagnosed occupational illnesses which are reported to the employer but are not classified as fatalities or lost workday cases.
- m. **Safety Officer.** The superintendent or other qualified or competent person who is responsible for the on-site safety required for the project. The contractor quality control person cannot be the safety officer, even though the QC has safety inspection responsibilities as part of the QC duties.
- n. **Serious Accidents.** Any work-related incident, which results in, a fatality, in-patient hospitalization of three or more employees, or property damage in excess of \$200,000.
- o. **Significant Accident.** Any contractor accident which involves falls of (4 feet) or more, electrical accidents, confined space accidents, diving accidents, equipment accidents, crane accident or fire accidents, which, result in property damage of \$10,000 or more, but less than \$200,000; or when fire department or emergency medical treatment (EMT) assistance is required.
- p. **Weight Handling Equipment (WHE) Accident.** A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

SUBMITTALS

When required by each delivery order, submit the following in accordance with Section 01330, "Submittal Procedures."

SD-07 Certificates

Accident Prevention Plan (APP);

Activity Hazard Analysis (AHA);

Health and Safety Plan (HASP);

SD-11 Closeout Submittals

Daily Confined Space Entry Permit. Submit one copy of each permit attached to each Daily Production Report.

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Crane Reports

Crane Critical Lift Plan

Certificate of Compliance

QUALITY ASSURANCE

Safety Specialist

Provide a Safety Specialist when required by a delivery order at the work site to perform safety management, surveillance, inspections, and safety enforcement for the contractor. The Safety Specialist shall be the safety "competent person" as defined by COE EM-385-1-1. The Safety Specialist shall be at the work site at all times whenever work or testing is being performed, shall conduct daily safety inspections and shall have no other duties other than safety management, inspections, and safety enforcement on this contract.

Qualifications

a. Qualifications of Safety Officer:

- (1) Ability to manage the on-site contractor safety program through appropriate management controls.
- (2) Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.
- (3) Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.
- (4) Shall, as a minimum, have attended an OSHA training qualification class including at least 10 hours of classroom instruction.

- b. Qualifications of Qualified Person, Confined Space Entry. The qualified person shall be capable (by education and specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety.
- c. Qualification of Crane Operators. Crane operators shall meet the requirements in **COE EM-385-1-1**, Appendix G.

Meetings

Preconstruction Conference

The safety officer shall attend the preconstruction conference.

Meeting on Work Procedures

- a. Meet with Contracting Officer to discuss work procedures and safety precautions required by the APP. Ensure the participation of the contractor's superintendent, the quality control, and the CSP or CIH.
- b. Meet with Contracting Officer to discuss work procedures and safety precautions required by the HASP. Ensure the participation of the contractor's superintendent, the quality control, and the CSP or CIH.

Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

New Employee Indoctrination

New employees will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

Certifications (provide as requested under each delivery order)

Accident Prevention Plan (APP)

Submit the APP at least 15 calendar days prior to start of work at the job site, following Appendix A of **COE EM-385-1-1**. Make the APP site specific. Notice To Proceed will be given after Government finds the APP acceptable.

Activity Hazard Analysis (AHA)

Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. In accordance with contract quality control requirements each AHA will be reviewed during an on-site preparatory inspection.

Health and Safety Plan (HASP)

Submit the HASP for projects involving the handling of hazardous materials and allow 30 calendar days for review.

Reports

Crane Reports

Submit crane inspection reports required in accordance with [COE EM-385-1-1](#) and as specified herein with Daily Reports of Inspections.

Crane Critical Lift Plan

Submit crane critical lift plan [COE EM-385-1-1](#) section 16 when crane loads meet or exceed 75 percent of the crane load capacity in any configuration.

Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering government property. Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that all of its crane operators working on government property been trained not to bypass safety device (e.g., anti-two block devices) during lifting operations. These certifications shall be posted on the crane.

ACCIDENT PREVENTION PLAN (APP)

Prepare the APP in accordance with the required and advisory provisions of [COE EM-385-1-1](#) including Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan," and as modified herein. Include the associated AHA and other specific plans, programs and procedures listed on Pages A-3 and A-4 of [COE EM-385-1-1](#), some of which are listed below.

Contents of the Accident Prevention Plan

- a. Name and safety related qualifications of safety officer (including training and any certifications).
- b. Qualifications of competent and of qualified persons.
- c. Identity of the individual who will complete exposure data (hours worked); accident investigations, reports and logs; and immediate notification of accidents to include subcontractors.

- d. Emergency response plan. Conform to [COE EM-385-1-1](#), paragraph 01.E and include a map denoting the route to the nearest emergency care facility with emergency phone numbers. Contractor may be required to demonstrate emergency response.
- e. Confined Space Entry Plan. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. If there is no confined space work, include a statement that no confined space work exists and none will be created.
- f. Hazardous Material Use. Provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data." And the following:
 - (1) Inventory of hazardous materials to be introduced to the site with estimated quantities.
 - (2) Plan for protecting personnel and property during the transport, storage and use of the materials.
 - (3) Emergency procedures for spill response and disposal, including a site map with approximate quantities on site at any given time. The site map will be attached to the inventory, showing where the hazardous substances are stored.
 - (4) Material Safety Data Sheets for inventoried materials not required in other section of this specification.
 - (5) Labeling system to identify contents on all containers on-site.
 - (6) Plan for communicating high health hazards to employees and adjacent occupants.
- g. Hazardous Energy Control Plan. For hazardous energy sources, comply with [COE EM-385-1-1](#), paragraph 12.A.07.
- h. Critical Lift Plan. Weight handling critical lift plans shall be prepared and signed in accordance with [COE EM-385-1-1](#), paragraph 16.c.18.
- i. Alcohol and Drug Abuse Plan
 - (1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."
 - (2) Description of the on-site prevention program
- j. Fall Protection and Prevention (FP&P) Plan (If required by each delivery order). The plan shall be site specific and address all fall hazards in the work place. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person shall prepare the plan. The plan shall include fall protection and prevention systems, equipment and methods employed, responsibilities, rescue and escape equipment and operations, training requirements, and monitoring methods. FP&P Plan shall be revised once every six months for lengthy projects, to reflect

any new changes during the course of construction, due to changes of personnel, equipment, systems or work habits.

- k. Silica Exposure Reduction. The plan shall include specific procedures to prevent employee silica inhalation exposures.
- l. Lead Abatement Plan. The safety and health aspects of lead-based paint removal, prepared in accordance with applicable federal and state regulations.
- m. Asbestos Abatement Plan. The safety and health aspects prepared in accordance with applicable federal and state regulations.
- n. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02220, "Site Demolition".
- o. Excavation Plan. The safety and health aspects prepared in accordance with applicable federal and state regulations.
- p. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.
- q. Severe Weather Plan. Procedures of ceasing on-site operations during lightning or upon reaching maximum allowed wind velocities.
- r. Emergency Lighting and Power Systems Plan (e.g. periodic testing of batteries for emergency lighting.)

ACTIVITY HAZARD ANALYSIS (AHA)

Prepare for each phase of the work. As a minimum, define activity being performed, sequence of work, specific hazards anticipated, control measures to eliminate or reduce each hazard to acceptable levels, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include excavation safeguarding requirements. The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

HEALTH AND SAFETY PLAN (HASP)

Prepare as required by 29 CFR 1910.120 and COE EM-385-1-1.

Qualified Personnel

When required by a delivery order, retain a Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP) to prepare the HASP, conduct activity hazard analyses, and prepare detailed plan for demolition, removal, and disposal of materials. Retain the CIH or CSP for duration of contract.

Contents

In addition to the requirements of [COE EM-385-1-1](#), Table 28-1, the HASP must include:

- a. Location, size, and details of control areas.
- b. Location and details of decontamination systems.
- c. Interface of trades involved in the construction.
- d. Sequencing of work.
- e. Disposal plan.
- f. Sampling protocols.
- g. Testing labs.
- h. Protective equipment.
- i. Pollution control.
- j. Evidence of compliance with [29 CFR 1910.120](#) and [29 CFR 1926.65](#).
- k. Training and certifications of CIH, CSP or other competent persons.

DRUG PREVENTION PROGRAM

Ensure that no employees either use illegal drugs or consume alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours.

FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Scaffolds

Delineate the fall protection requirements necessary during the erection and dismantling operation of scaffolds used on the project in the Fall Protection and Prevention (FP&P) plan and activity hazard analysis for the phase of work.

Training

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, Contractor shall provide training for each employee who might be exposed to fall hazards.

DUTIES OF THE SAFETY OFFICER

- a. Ensure construction hazards are identified and corrected.
- b. Maintain applicable safety reference material on the job site.
- c. Maintain a log of safety inspections performed.
- d. Attend the pre-construction conference as required.
- e. Identify hazardous conditions and take corrective action. Failure to do so will result in a dismissal from the site, with a work stoppage pending approval of suitable replacement personnel.

DISPLAY OF SAFETY INFORMATION

Display the following information in clear view of the on-site construction personnel:

- a. Map denoting the route to the nearest emergency care facility with emergency phone numbers.
- b. AHA
- c. Confined space entry permit.

SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturers' manuals.

HIGH HAZARD WORK AND LONG DURATION

Work under this contract is potentially hazardous. Pursuant to contract clause "FAR 52.236-13, Accident Prevention, Alternate I," submit in writing additional proposals for effecting accident prevention under hazardous conditions. Meet in conference with Contracting Officer to discuss and develop mutual understanding relative to the administration of the overall safety program.

EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment. .

REPORTS

Accident Reports

- a. For recordable occupational injuries and illnesses, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete an Incident Report and provide to the Contracting Officer within 5 calendar days of the accident.
- b. For a weight handling equipment accident the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete an Accident Report and provide to the Contracting Officer within 30 calendar days of the accident.

Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, of any accident meeting the definition of Recordable Occupational Injuries or Illnesses or Significant Accidents. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; and brief description of accident (to include type of construction equipment used, PPE used, etc.).

OSHA Citations and Violations

Provide the Contracting Officer with a copy of each OSHA citation, OSHA report and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

Crane Notification

Notify Contracting Officer at least 15 days prior to bringing any crane equipment on-site so that the contracting officer may arrange for any additional quality assurance spot checks necessary by the government.

PRODUCTS

FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, will be left in place and so identified for continued customer use.

CONFINED SPACE SIGNAGE

Provide permanent signs integral to or securely attached to access covers for new permit required confined spaces. Signs wording: "DANGER--PERMIT REQUIRED CONFINED SPACE - DO NOT ENTER -" on bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 5 feet.

EXECUTION

CONSTRUCTION

Comply with **COE EM-385-1-1**, **NFPA 241**, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations.

Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. Exceptions to the use of any of the above excluded materials may be considered by Contracting Officer upon written request by Contractor.

Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and nonfriable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

Pre-Outage Coordination Meeting

Contractors are required to apply for utility outages a minimum of 15 days in advance. As a minimum, the request should include the location of the outage, utilities being effected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved and prior to beginning work on the utility system requiring shut down, the Contractor may be required to attend a pre-outage coordination meeting with the contracting officer and the Station personnel to review the scope of work and the lock out/tag out procedures for worker protection. No work will be performed on energized electrical equipment unless proven impassable. Working equipment "hot" must be considered the last option.

PERSONNEL PROTECTION

Hazardous Noise

Provide hazardous noise signs, and hearing protection, wherever equipment and work procedures produce sound-pressure levels greater than 85 dBA steady state or 140 dBA impulse, regardless of the duration of the exposure.

Fall Protection

Enforce use of the fall protection device designated for each specific work activity in the FP&P plan and/or AHA all times when an employee is on a surface 6 feet or more above lower levels. Personal

fall arrest systems are required when working from an articulating or extendible boom, scissor lifts, swing stages, or suspended platform. Fall protection must comply with [ANSI A10.14](#).

a. Personal Fall Arrest Device

Personal fall arrest device equipment, systems, subsystems, and components shall meet [ANSI Z359.1](#), "Safety Requirements for Personal Fall Arrest Systems". Only a full-body harness with a shock absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system such as steel reinforcing assembly and in conjunction with another fall arrest system. Harnesses shall have a fall arrest attachment, which is a connector, affixed to the body support usually a D-ring and specifically designated for attachment to the rest of the system. Only double locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber.

b. Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

c. Low Sloped Roofs

- a. For work within 6 feet of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. Safety monitoring system is not adequate fall protection and is not authorized.
- b. For work greater than 6 feet from an edge, warning lines shall be erected and installed in accordance with [29 CFR 1926.502\(f\)](#).

d. Steep Roofs

Work on steep roofs requires personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

e. Safety Nets

If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded workplaces, over water, machinery, dangerous operations and leading edge work.

f. Existing Anchorage

Existing anchorages, used for attachment of personal fall arrest equipment, if to be used by the Contractor, shall be re-certified by the contractor's fall protection engineer (QP).

SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Stair towers or ladders built into scaffold systems in accordance with USACE EM 385-1-1 Appendix J are required for work platforms greater than 20 feet in height. Contractor shall ensure that employees that are qualified

perform scaffold erection. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection plan. Minimum platform size shall be based on the platform not being greater in height than three times the dimension of the smallest width dimension for rolling scaffold. Some Baker type scaffolding has been found not to meet these requirements. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Outrigger brackets used to extend scaffold platforms on self supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base.

EQUIPMENT

Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturers printed instructions.

Weight Handling Equipment

- a. Cranes must be equipped with:
 - (1) Load Indicating Devices (LIDs) and a Boom Angle or Radius Indicator,
 - (2) or Load-Moment Indicating Devices (LMIs).
 - (3) Anti-two-block prevention devices.
 - (4) Boom Hoist Hydraulic Relief Valve, Disconnect, or Shutoff (stops hoist when boom reaches a predetermined high angle).
 - (5) Boom Length Indicator (for telescoping booms).
 - (6) Device to prevent uncontrolled lowering of a telescoping hydraulic boom.
 - (7) Device to prevent uncontrolled retraction of a telescoping hydraulic boom.
- b. The Contractor shall notify the Contracting Officer, in advance, of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated.
- c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person as defined in [ASME B30.5](#). All testing shall be performed in accordance with the manufacturers recommended procedures.
- d. The Contractor shall comply with [ASME B30.5](#) for mobile cranes, and [ASME B30.22](#) for articulating boom cranes.

- e. The presence of government inspectors does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.
- f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting is not allowed.
- g. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of [ASME B30.5](#) or [ASME B30.22](#) as applicable.
- h. Crane supported work platforms shall only be used in extreme conditions if the Contractor proves that using any other access to the work location would provide a greater hazard to the workers. Personnel shall not be lifted with a live hoist or friction crane.
- i. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or cabs of cranes. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in [NFPA 10](#), Standard for Portable Fire Extinguishers.
- j. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- k. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
- l. A Contractor Crane Operation Checklist shall be used by the CQC representative during oversight of contractor crane operations (refer to [COE EM-385-1-1](#) Appendix H).
- m. Only contractor crane operators who have met the requirements of [29 CFR 1910.94](#), [29 CFR 1910.120](#), [29 CFR 1926.65](#), [29 CFR 1926.502\(f\)](#), [COE EM-385-1-1](#), [ASME B30.5](#), and [ASME B30.22](#) and other local and state requirements shall be authorized to operate the crane.
- n. Cribbing shall be utilized by the Contractor when performing lifts on outriggers.
- o. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- p. A physical barricade must be positioned to prevent personnel from entering the tailswing area of the crane.
- q. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.
- r. Certification records which include the date of inspection, signature of the person performing the inspection along with the serial number or other identifier of the crane which was inspected. This record will always be available for review by contracting officer personnel.

- s. Written reports listing the load test procedures utilized along with any repairs or alterations performed on the crane will be available for review by the contracting officer personnel.
- t. Contractor shall certify that all of the crane operators have been trained not to bypass safety devices (e.g. anti-two block devices) during lifting operations.

EXCAVATIONS

The competent person for excavation performed as a result of contract work shall be on-site when work is being performed in excavation, and shall inspect excavations prior to entry by workers. The competent person must evaluate for all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly. Prior to digging the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a utility locating service and coordinated with Station Utility Departments. The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30 m (100 feet) if parallel within 5 feet of the excavation. Trench and shoring systems must be identified in the accepted safety plan and activity hazard analysis. Extreme care must be used when excavating near direct burial electric underground cables. Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file in the project site office or trailer.

ELECTRICAL

Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cable intended to be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cutting remotely. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the **NFPA 70**, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor AHA.

Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered.

WORK IN CONFINED SPACES

Comply with the requirements in Section 06.I of **COE EM-385-1-1**. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of **COE EM-385-1-1** for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 5 feet in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of **COE EM-385-1-1**.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrant attendants for the work. Conform to Section 06.I.06 of **COE EM-385-1-1**.
- f. Entry Permit. Use ENGFORM 5044-R or other form with the same minimum information for the **Daily Confined Space Entry Permit**, completed by the qualified person. Post the permit in a conspicuous place close to the confined space entrance.

CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as **29 CFR 1910.94**, and **COE EM-385-1-1**, (Appendix C). The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

HOUSEKEEPING

Clean-up

All debris in work areas shall be cleaned up daily or more frequently as necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

Dust Control

In addition to the dust control measures required elsewhere in the contract documents dry cutting of brick or masonry shall be prohibited. Wet cutting must address control of water run off.

ACCIDENT SCENE PRESERVATION

For serious accidents, and accidents involving weight handling equipment, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Contracting Officer.

FIELD QUALITY CONTROL

Inspections

Include safety inspection as a part of the daily Quality Control inspections required in Section 01450, "Quality Control".

FLAMMABLE AND COMBUSTIBLE LIQUID HANDLING AND STORAGE

Safety Gas Containers

Handling of flammable and combustible liquids shall be in safety containers with flame arresters, with not more than 5 gallons capacity, having a spring-closing lid and spout cover and designed to safely relieve internal pressures under fire exposures. Flammable and combustible Liquids shall be stored in separate NFPA approved storage cabinets 50 feet away from any sources of ignition with suitable NO SMOKING OR OPEN FLAME signs posted in all such areas.

SECTION 01575

TEMPORARY ENVIRONMENTAL CONTROLS

GENERAL

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
40 CFR 122.26	EPA National Pollutant Discharge Elimination System Permit Regulations
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 261.24	Toxicity Characteristics
40 CFR 265	Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials, Tables, and Hazardous Materials Communications Regulations
49 CFR 178	Shipping Container Specification

STATE ENVIRONMENTAL CONTROL DIVISION (SWR)

SWR	Solid Waste Regulations
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ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 832-R-92-005	Storm Water Management for Construction Activities
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MILITARY SPECIFICATIONS (MIL)

MIL-S-16165

(Rev. E) Shielding Harnesses, Shielding Items and Shielding Enclosures for Use in the Reduction of Interference from Engine Electrical Systems

MILITARY STANDARDS (MIL-STD)

MIL-STD-461

(Rev. E) Control of Electromagnetic Interference Emissions and Susceptibility

MIL-STD-462

Electromagnetic Interference Characteristics

STATE AIR POLLUTION CONTROL BOARD (HWMR)

HWMR

Hazardous Waste Management Regulations

CONTRACTOR LIABILITIES FOR ENVIRONMENTAL PROTECTION

Contractors shall complete and provide **environmental training documentation** for training required by Federal, State, and local regulations.

DEFINITIONS

Sediment - Soil and other debris that has eroded and has been transported by runoff water or wind.

Solid Waste - Rubbish, debris, garbage, and other discarded solid materials, except hazardous waste as defined in paragraph entitled "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.

Sanitary Wastes - Wastes characterized as domestic sanitary sewage.

Rubbish - Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.

Debris - Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.

Chemical Wastes - This includes salts, acids, alkalies, herbicides, pesticides, and organic chemicals.

Garbage - Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

Hazardous Waste - Hazardous substances as defined in **40 CFR 261** or as defined by applicable State and local regulations.

Hazardous Materials - Hazardous materials as defined in **49 CFR 171** and listed in **49 CFR 172**.

Landscape Features - Trees, plants, shrubs, and ground cover.

Lead Acid Battery Electrolyte - The electrolyte substance (liquid medium) within a battery cell.

Oily Waste - Petroleum products and bituminous materials.

Class I and II Ozone Depleting Substance (ODS) - Class I and Class II ODS are defined in Sections 602 (a and b) of The Clean Air Act.

SUBMITTALS

Submit the following in accordance with Section entitled "Submittal Procedures."

SD-08, Statements

- a. Environmental protection plan
- b. Storm Water Management, Erosion Control and Sediment Control Plan
- c. VOC plan

SD-18, Records

- a. Solid waste disposal records

(4) Solid Waste Disposal Records

Submit one copy of a State and local permit or license for the solid waste disposal facility.

ENVIRONMENTAL PROTECTION REGULATORY REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined in this Section. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, solid waste, and noise pollution.

ENVIRONMENTAL PROTECTION PLAN

Contents of Environmental Protection Plan

- a. Include any hazardous materials (HM) planned for use on the station shall be included in the station HM Tracking Program maintained by the Engineering Office.. To assist this effort, submit a list (including quantities) of HM to be brought to the station and copies of the corresponding material safety data sheets MSDS). Submit this list to the Contracting Officer. At project completion, remove any hazardous material brought onto the station. Account for the quantity of HM brought to the station, the quantity used or expended during the job, and the leftover quantity which (1) may have additional useful life as a HM and

shall be removed by the Contractor, or (2) may be a hazardous waste, which shall then be removed as specified herein.

- b. The Environmental Protection Plan shall list and quantify any Hazardous Waste (HW) to be generated during the project. If none, so state.
- c. In accordance with station regulations, store HW near the point of generation up to a total quantity of 55 gallons of hazardous waste. Move any volume exceeding these quantities to a HW permitted area within 3 days. Prior to generation of HW, contact the Contracting Officer. Contact the Station Environmental Coordinator for labeling requirements for storage of hazardous wastes.
- d. In accordance with station regulations, substitute materials as necessary to reduce the generation of HW and include a statement to that effect in the Environmental Plan.
- e. Contact Contracting Officer and Station Environmental Coordinator for conditions in the area of the project, which may be subject to special environmental procedures. Include this information in the Preconstruction Survey. Describe in the Environmental Protection Plan any permits required prior to working the area, and contingency plans in case an unexpected environmental condition is discovered.
- f. If required, obtain permits for handling HW, and deliver completed documents to Contracting Officer for review. File the documents with the appropriate agency, and complete disposal with the approval of Contracting Officer. Deliver correspondence with the State concerning the environmental permits and completed permits to Contracting Officer.

Environmental Protection Plan Format

The Environmental Protection Plan shall follow the following format:

ENVIRONMENTAL PROTECTION PLAN

Contractor Organization

Address and Phone Numbers

- 1. Hazardous materials to be brought onto the station
- 2. MSDS package
- 3. Employee training documentation
- 4. HW storage plan
- 5. HW to be generated
- 6. Preconstruction survey results
- 7. Permitting requirements identified

STORM WATER MANAGEMENT, EROSION CONTROL AND SEDIMENT CONTROL PLAN

Provide a plan only when construction activities include clearing, grading, and excavation of 1 or more acres of total land area.

VOLATILE ORGANIC COMPOUNDS (VOC) COMPLIANCE PLAN

General Requirements

Contractor is required to comply with local VOC laws and regulations and shall have an acceptable VOC compliance plan. The plan shall demonstrate that the use of paints, solvents, adhesives and cleaners comply with local VOC laws and regulations governing VOC materials, and that all required permits have been obtained or will be obtained prior to starting work involving VOC's, in the air quality district in which the work will be performed. The contractor prior to the start of work shall submit the compliance plan.

Detailed Requirements

a. VOC Inventory

A listing of each material subject to restrictions in the air quality management district in question, the rule governing its use, a description of the actions which the contractor will take, a description of the actions which the contractor will use to comply with the laws and regulations, and any changes in the status of compliance during the life of the contract.

b. VOC Negative Report

If no materials are subject to the restrictions in the air quality management district where the work will be performed, or if there are no restrictions, the compliance plan shall so state.

c. VOC Substitute Materials

Commercial VOC compliant paints, coatings, solvents, adhesives, and cleaners may be proposed as a substitute for noncompliance VOC materials. Substitute VOC materials shall be the same generic variety as required by these specifications, provide equal or better service life, and be commonly accepted and specified for industrial applications which are identical to items required by the specifications. All request for substitution shall be in accordance with Section 01330.

CLASS I AND II ODS PROHIBITION

Class I ODS as defined and identified herein shall not be used in the performance of this contract, nor be provided as part of any equipment. This prohibition shall be considered to prevail over any other provision, specification, drawing, or referenced documents.

PRODUCTS

Not used.

EXECUTION

PROTECTION OF NATURAL RESOURCES

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

Land Resources

Do not remove, cut, deface, injure, or destroy trees or shrubs without Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by Contracting Officer. Where such use of attach ropes, cables, or guys is authorized, the Contractor shall be responsible for any resultant damage.

Water Resources**Oily Wastes**

Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. No temporary fuel oil or petroleum storage tanks will be permitted on Station grounds

NOISE

Make the maximum use of low-noise emission products, as certified by the EPA.

*EROSION AND SEDIMENT CONTROL MEASURES***Local Erosion and Sediment Control Plan**

Follow the approved storm water management, erosion and sediment control plan.

Protection of Erodible Soils

Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect side and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize duration of exposure of unprotected soils.

1.. Vegetation and Mulch

Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

- a. Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to re-establish a suitable stand of grass. Provide seeding as recommended by local supplier of native grass seed.

CONTROL AND DISPOSAL OF SOLID WASTES

Pick up solid wastes, and place in covered containers, which are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Dispose of solid waste generated off government property.

Disposal of Rubbish and Debris

Dispose of rubbish and debris in accordance with the requirements specified below:

Removal From Government Property: Remove and dispose rubbish and debris from Government property.

*CONTROL AND DISPOSAL OF HAZARDOUS WASTE***Hazardous Waste Generation (If applicable)**

Handle generated hazardous waste in accordance with 40 CFR 262.

Hazardous Waste Disposal

Dispose of hazardous waste in accordance with Federal, State, and local regulations, especially 40 CFR 263, 40 CFR 264, and 40 CFR 265.

Removal of hazardous waste from Government property shall not occur without prior notification and coordination with the Contracting officer and Station Environmental Coordinator. Transport hazardous waste by a permitted, licensed, or registered hazardous waste transporter to a TSD facility. Hazardous waste shall be properly identified, packaged, and labeled in accordance with 49 CFR 172. The Contractor shall provide the completed manifest to the Station Environmental Coordinator prior to off-site shipment of the waste.

Hazardous Waste Storage

Store hazardous waste in containers in accordance with 49 CFR 178. Identify hazardous waste in accordance with 40 CFR 261 and 40 CFR 262. Identify hazardous waste generated within the confines of the station by the station's EPA generator identification number.

Spills of Oil and Hazardous Materials

Take precautions to prevent spills of oil and hazardous material. In the event of a spill, immediately notify the Contracting Officer and the Station Environmental Coordinator. Spill response shall be in accordance with 40 CFR 300 and applicable State regulations.

Petroleum Products

Protect against spills and evaporation during fueling and lubrication of equipment and motor vehicles. Dispose of lubricants to be discarded and excess oil.

DUST CONTROL

Keep dust down at all times, including non-working periods. Sprinkle or treat, with dust suppressants, the soil at the site, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will not be permitted. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not shake bags of cement or concrete mortar unnecessarily.

ABRASIVE BLASTING

Any type of blasting shall not be allowed during the performance of this contract. If contractor desires to perform blasting operations, contractor shall submit a request in writing to the contracting officer. Government reserves the right to deny the request.

ODS REFRIGERANTS

The Contractor shall comply with all requirements of 40 CFR 82 when maintaining, servicing, repairing or disposing of appliances containing ozone-depleting substances.

The Contractor when opening appliances for maintenance, service, or repair must evacuate the refrigerant in either the entire unit or the part to be serviced (if the latter can be isolated) to a system receiver or a recovery or recycling machine certified pursuant to 40 CFR 82. All persons disposing of appliances must evacuate the refrigerant in the entire unit to a recovery or recycling machine.

The Contractor shall use only EPA-approved recovery and recycling equipment. Personnel performing maintenance, servicing or repair of appliances must be certified pursuant to 40 CFR 82, Subpart F.

No person maintaining, servicing, repairing, or disposing of appliances shall knowingly vent or otherwise release into the environment any ozone depleting substance used as a refrigerant in such equipment. In the event of a release considered other than de minimis, the contractor shall notify the Contracting Officer or authorized representative.

SECTION 01770

CLOSEOUT PROCEDURES

GENERAL

SUBMITTALS

Submit the following in accordance with Section entitled "Submittal Procedures."

SD-18, Records

- a. **As-Built Drawings**
- b. **Record of materials**

*PROJECT RECORD DOCUMENTS***As-Built Drawings**

Maintain at the jobsite one set of full-size contract drawings marked to show any deviations which have been made from the contract drawings, including buried or concealed construction and utility features revealed during the course of construction. Record the horizontal and vertical location of all buried utilities that differ from the contract drawings. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, deliver the marked set of prints to the Contracting Officer. Requests for partial payments will not be approved if the marked prints are not current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

EQUIPMENT/PRODUCT WARRANTIES

Furnish to the Contracting Officer a bound and indexed notebook containing written warranties for equipment/products furnished under the contract, and prepare a complete listing of such equipment/products. The equipment/products list shall state the specification section applicable to the equipment/product, duration of the warranty therefore, start date of the warranty, ending date of the warranty, and the point of contact for fulfillment of the warranty. The warranty period shall begin on the same date as project acceptance and shall continue for the full product warranty date as project acceptance and shall continue for the full product warranty period. Execute the full list and deliver to the Contracting Officer prior to final payment.

CLEANUP

Leave premises "broom clean." Sweep paved areas and rake clean landscaped areas. Remove waste and surplus materials, rubbish and construction facilities from the site.

SECTION 01781

OPERATION AND MAINTENANCE DATA

GENERAL

SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data/Manuals, which are specifically applicable to this contract and a complete and concise depiction of the provided equipment or product. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01330, "Submittal Procedures."

Quantity

Submit five sets of the supplier/manufacturers' O&M information specified herein for the components, assemblies, subassemblies, attachments, and accessories. The items for which O&M Data/Manuals are required are listed in the technical sections which, specifies those particular items.

Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." For each product, system, or component piece of equipment requiring submission of O&M Data, submit the Data Package specified in the individual technical section.

Delivery

Submit O&M Data Manuals to the Contracting Officer for review and acceptance; submit data specified for a given item within 30 calendar days after the item is delivered to the contract site.

- a. In the event the Contractor fails to deliver O&M Data/Manuals within the time limits set forth above, the Contracting Officer may withhold from progress payments 50 percent of the price of the item with which such O&M Data/Manuals are associated.

Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation:

a. Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

b. Operator Prestart

Include procedures required to set up and prepare each system for use.

c. Startup, Shutdown, and Postshutdown Procedures

Provide narrative description for each operating procedure including control sequence for each.

d. Normal Operations

Provide narrative description of normal operating procedures. Include control diagrams with data to explain operation and control of systems and specific equipment.

e. Emergency Operations

Include emergency procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include emergency shutdown instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance on emergency operations of all utility systems including valve locations and portions of systems controlled.

f. Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and gage reading recording.

g. Environmental Conditions

Include a list of environmental conditions (temperature, humidity, and other relevant data) which are best suited for each product or piece of equipment and describe conditions under which equipment should not be allowed to run.

Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

a. Lubrication Data

Include lubrication data, other than instructions for lubrication in accordance with paragraph titled "Operator Service Requirements":

- a. A table showing recommended lubricants for specific temperature ranges and applications;
- b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities; and

- c. A lubrication schedule showing service interval frequency.

- b. Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance and repair. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

Corrective Maintenance (Repair)

Include manufacturer's recommendations on procedures and instructions for correcting problems and making repairs.

- a. Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

- b. Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation numbering.

- c. Maintenance and Repair Procedures

Include instructions and list tools required to restore product or equipment to proper condition or operating standards.

- d. Removal and Replacement Instructions

Include step-by-step procedures and list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

- e. Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead time to obtain.

f. Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including craft requirements by type of craft. Corrective maintenance that requires participation of the equipment manufacturer shall be identified and tabulated separately.

Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

a. Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number which, will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies. Parts data may cover more than one model or series of equipment. components, assemblies, subassemblies, attachments, or accessories, such as a master parts catalog, in accordance with the manufacturer's standard commercial practice.

b. Warranty Information

List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

c. Personnel Training Requirements

Provide information available from the manufacturers to use in training designated personnel to operate and maintain the equipment and systems properly.

d. Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

e. Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each subcontractor installing the product or equipment. Include local representatives and service organizations most convenient to the project site. Provide the name, address, and telephone number of the product or equipment manufacturers.

SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

Furnish the O&M Data Packages specified in individual technical sections of each delivery order. The required information for each O&M Data Package is as follows:

Data Package 1

- a. Safety precautions
- b. Maintenance and repair procedures
- c. Warranty information
- d. Contractor information

Data Package 2

- a. Safety precautions
- b. Normal operations
- c. Environmental conditions
- d. Lubrication data
- e. Preventive maintenance plan and schedule
- f. Maintenance and repair procedures
- g. Removal and replacement instructions
- h. Spare parts and supply list
- i. Parts identification
- j. Warranty information
- k. Contractor information

Data Package 3

- a. Safety precautions
- b. Normal operations
- c. Emergency operations
- d. Environmental conditions
- e. Lubrication data
- f. Preventive maintenance plan and schedule

- g. Troubleshooting guides and diagnostic techniques
- h. Wiring diagrams and control diagrams
- i. Maintenance and repair procedures
- j. Removal and replacement instructions
- k. Spare parts and supply list
- l. Parts identification
- m. Warranty information
- n. Testing equipment and special tool information
- o. Contractor information

Data Package 4

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and postshutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Operator service requirements
- g. Environmental conditions
- h. Lubrication data
- i. Preventive maintenance plan and schedule
- j. Troubleshooting guides and diagnostic techniques
- k. Wiring diagrams and control diagrams
- l. Maintenance and repair procedures
- m. Removal and replacement instructions
- n. Spare parts and supply list
- o. Corrective maintenance man-hours
- p. Parts identification

- q. Warranty information
- r. Personnel training requirements
- s. Testing equipment and special tool information
- t. Contractor information

Data Package 5

- a. Safety precautions
- b. Operator prestart
- c. Start-up, shutdown, and post shutdown procedures
- d. Normal operations

- e. Environmental conditions
- f. Preventive maintenance plan and schedule
- g. Troubleshooting guides and diagnostic techniques
- h. Wiring and control diagrams
- i. Maintenance and repair procedures
- j. Spare parts and supply list
- k. Testing equipments and special tools
- l. Warranty information
- m. Contractor information

PRODUCTS

Not used.

EXECUTION

Not used.

SECTION 02220**SITE DEMOLITION****GENERAL***REFERENCES*

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990) Demolition Operations

AIR-CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI Guideline K (1997) Containers for Recovered Fluorocarbon Refrigerants

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 61-SUBPART M National Emission Standard for Asbestos

40 CFR 82 Protection of Stratospheric Ozone; Refrigerant Recycling

49 CFR 173.301 Shipment of Compressed Gas Cylinders

DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25 Storage and Handling of Compressed Gases and Liquids in Cylinders

DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M Requisitioning and Issue Procedures

MILITARY STANDARDS (MIL-STD)

MIL-STD-129 (Rev. M) Marking for Shipment and Storage

GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the station daily; do not allow accumulations. Store materials that cannot be removed daily in the Contractor's Storage area indicated.

REGULATORY AND SAFETY REQUIREMENTS

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with **ANSI A10.6**.

DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris and avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

PROTECTION

Traffic Control Signs

Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Contracting Officer prior to beginning such work.

Existing Work

Protect existing work which is to remain in place, be reused, or remain the property of the Government. Repair items which are to remain which are to be reinstalled and which are damaged during performance of the work to their original condition, or replace with new. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Contracting Officer approval.

Facilities

Protect electrical and mechanical services and utilities. Where removal of existing pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas.

REMOVALS

Perform removals as indicated in each delivery order. Protect adjacent surfaces. Any damage to adjacent surfaces, materials, or equipment shall be corrected using skilled craftsmen of the trades involved. Where removal of existing pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas.

BURNING

Burning will not be permitted.

RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the Contracting Officer.

DISPOSITION OF MATERIAL

Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award.

Reuse of Materials and Equipment

Remove and store materials and equipment indicated to be reused or relocated to prevent damage, and reinstall as the work progresses.

*CLEANUP***Debris and Rubbish**

Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Clean up spillage from pavements, streets and adjacent areas.